

City Council Meeting Notice & Agenda



Tuesday, April 09, 2013
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting & Study Session

5:00 P.M. Convene

Roll Call

Final Call To Submit Speaker Request Forms

Consent Agenda

CONSENT AGENDA: All items listed with a “C” are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Consent

1C. **Authorization to Hold an Executive Session**

Discussion and possible action to authorize the holding of an Executive Session for the purpose of discussion with City staff in order to consider its position and instruct staff regarding negotiations for the purchase, sale, or lease of real property in the vicinity of Grand Avenue and Peoria Avenue pursuant to A.R.S. § 38-431.03.A.7.

Study Session Agenda

Subject(s) for Discussion Only

2. Building Re-Use Implementation Strategy

Mayor
Bob Barrett

Acacia
District
Tony Rivero,
Vice Mayor

Ironwood
District
Bill Patena

Mesquite
District
Cathy Carlat

Palo Verde
District
Ron Aames

Pine
District
Carlo Leone

Willow
District
Jon Edwards

Call To The Public (Non-Agenda Items)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Adjournment

Executive Session

**Convene immediately following Special City Council Meeting
Executive Room, City Council Chamber**

Under the provisions of A.R.S. § 38-431.02 there will be a **CLOSED EXECUTIVE SESSION**.

Executive Session Agenda

3. An Executive Session for the purpose of discussion with City staff in order to consider its position and instruct staff regarding negotiations for the purchase, sale, or lease of real property in the vicinity of Grand Avenue and Peoria Avenue pursuant to A.R.S. § 38-431.03.A.7.

Adjournment

The above-named Public Body of the City of Peoria, Arizona will convene into Executive Session pursuant to A.R.S. § 38-431.03 for those items listed on the agenda. Only those persons who are:

- Members of the Public Body, or
- Officers of the City that are required to attend, or
- Those individuals whose presence is reasonably necessary for the Public Body to carry out its Executive Session responsibilities as determined by the City Attorney may be present during the Executive Session.

All persons who remain present during the Executive Session are reminded that the business conducted in Executive Session, including all discussion taking place herein, is confidential and may not be disclosed to any person, except as permitted by law.

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call To Submit Speaker Request Forms

Presentation

4. Recognition of Ben Benson, Leonard Litzky, and Bill Sandvig as Diamond Club Captains for 20 seasons
5. "Donate Life Registration Week" Proclamation
6. "What Community Means to Me" Drawing Contest Winners

Consent Agenda

CONSENT AGENDA: All items listed with a "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Consent

7C. Disposition of Absence

Discussion and possible action to approve the absence of Mayor Bob Barrett from the Regular City Council Meeting held at 7:00 p.m. on February 19, 2013.

8C. Minutes

Discussion and possible action to approve the February 19, 2013 Meeting Minutes.

9C. Code Amendment, Chapter 2, Volunteer Firefighter Pension Board, Membership

Discussion and possible action to adopt **ORD. 2013-04** amending Chapter 2 of the Peoria City Code (1992 Edition) by amending Section 2-152 to increase the number of members to the Volunteer Firefighter Pension Board.

10C. Notice of Intention, Water Rate Adjustment, Establish Public Hearing Date

Discussion and possible action to adopt a Notice of Intention to adjust the City's water, wastewater and reclaimed water rates and establish May 21, 2013 as the date for a public hearing on the proposed rate adjustments.

11C. **Intergovernmental Agreement Amendment, Arizona Department of Transportation, Safety Data Mart Connectivity**

Discussion and possible action to authorize the City Manager to execute the Joint Letter of Renewal to extend the Data Access/Exchange Agreement between the City of Peoria and the Arizona Department of Transportation.

12C. **Intergovernmental Agreement, Maricopa County, Olive Avenue Underpass at New River Trail**

Discussion and possible action to approve an Intergovernmental Agreement with Maricopa County to identify and define the maintenance, ownership, and liability responsibilities for the Olive Avenue Underpass at New River Trail.

13C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2013-32** accepting Deeds and Easements for various Real Property interests acquired by the City.

14C. **Power Distribution Easements, Salt River Project , Pioneer Community Park, 83rd and Olive Avenues**

Discussion and possible action to adopt **RES. 2013-33** authorizing the execution of two Power Distribution Easements to Salt River Project for the installation and maintenance of electrical facilities associated with the construction of Pioneer Community Park located at 83rd and Olive Avenues.

15C. **Final Plat, Peoria Larry Miller, 87th Avenue and Bell Road**

Discussion and possible action to approve the Final Plat of Peoria Larry Miller, located at 87th Avenue and Bell Road, subject to stipulations.

16C. **Final Plat, Silver Canyon Ranch Unit 2, 77th Lane and Happy Valley Road**

Discussion and possible action to approve the Final Plat of Silver Canyon Ranch Unit 2, located at 77th Lane and Happy Valley Road, subject to stipulations.

Regular Agenda

New Business

17R. **Land Lease, Arizona Broadway Theatre**

Discussion and possible action to review current land lease terms between the City of Peoria and Arizona Broadway Theatre.

18R. **Public Hearing - Liquor License, Various Locations**

PUBLIC HEARING: RE: (a) A new Restaurant Liquor License (Series 12) for 71 American Grille, located at 28615 North El Mirage Road Suite #102, Belinda S. Fremouw, Applicant, LL#20007415; and (b) A new Restaurant Liquor License (Series 12) for Dao Kitchen, located at 8385 West Deer Valley Road Suite #114, Shirley Mai, Applicant, LL#20007163.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for (a) A new Restaurant Liquor License (Series 12) for 71 American Grille, located at 28615 North El Mirage Road Suite #102, Belinda S. Fremouw, Applicant, LL#20007415; and (b) A new Restaurant Liquor License (Series 12) for Dao Kitchen, located at 8385 West Deer Valley Road Suite #114, Shirley Mai, Applicant, LL#20007163.

19R. **PUBLIC HEARING – Rezoning, 75th Avenue and Greenway Road**

PUBLIC HEARING: RE: A request to rezone approximately 5.79 gross acres located at the northeast corner of 75th Avenue and Greenway Road from Suburban Ranch (SR-43) to R1-6 Single-Family Residential.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2013-03** rezoning approximately 5.79 gross acres located at the northeast corner of 75th Avenue and Greenway Road from Suburban Ranch (SR-43) to R1-6 Single-Family Residential. (Z12-0010)

20R. **Budget Transfer, Economic Analysis, Peoria Sports Park Project**

Discussion and possible action to approve a budget transfer in the amount of \$150,000 from the Economic Development Opportunity Contingency Account to the Other Professional Service Account for the purpose of economic analysis of the Peoria Sports Park project.

21R. **Exclusive Negotiating Agreement, Emerald Yard, LLC, Rovey Industrial Park Development, Northern Avenue Between 75th and 83rd Avenues**

Discussion and possible action to extend the Exclusive Negotiating Agreement with Emerald Yard, LLC for the development of the Rovey Industrial Park in Southern Peoria.

22R. **Exclusive Negotiating Agreement, Copper Cactus Distillery, Old Town Peoria**

Discussion and possible action to approve an Exclusive Negotiating Agreement with Copper Cactus Distillery for the development of a distilled spirits manufacturing facility in Old Town Peoria.

Call To The Public (Non-Agenda Items)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Reports from City Manager

23. **Council Calendar**

24. **Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)**

- A. Party for the Planet, Family Movie Under the Stars and Arbor Day
- B. Council Subcommittee Update

**Reports from City Council
Reports from the Mayor**

Adjournment

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 8401 W. Monroe Street, Room 150, Peoria, AZ 85345.

Accommodations for Individuals with Disabilities. *Alternative format materials, sign language interpretation and assistive listening devices are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Peoria, Arizona 85345 – Phone: (623) 773-7340 or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request. The City has a TDD line where accommodations may be requested at: (623) 773-7221.*

PUBLIC NOTICE:

In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at <http://www.peoriaaz.gov/content2.aspx?id=2151>.

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: 2

Date Prepared: February 28, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Update on the Building Re-Use Implementation Strategy

Purpose:

This is an introductory presentation and update on the Building Re-Use Implementation Strategy that has been developed by First Strategic consulting as a result of the attached professional services contract (P12-0082) that the City entered into in September 2012.

Background/Summary:

In June 2012, the Economic Development Services Department (EDS), working closely with Materials Management, conducted a procurement process resulting in receipt of four proposals. A panel that included EDS, the City Manager's Office, and Planning Department staff reviewed the proposals, conducted interviews, and determined that First Strategic was the most qualified proposer. The professional services contract with First Strategic is attached as Exhibit A.

The objective of this Building Re-Use Implementation Strategy is to evaluate current market and targeted building conditions to enable the attraction of desired end-users by matching them to the city's existing space that is currently vacant or under-utilized. The consultant has developed a draft strategy that includes the following components:

- Economic viability and market evaluation of demographic, site location, and market acceptance demand drivers to attract targeted industries to the city of Peoria, including a market comparison with other US markets of equivalent size;
- Detailed assessment of existing targeted vacant or under-utilized buildings in the city, including how they can be converted into turn-key facilities appropriate for use by targeted industries, or alternative end users;
- A list of prospective targeted end users appropriate for the re-purposing of existing buildings; and
- A list of public and/or private financial assistance programs to assist in the renovation of targeted buildings to be compliant with city codes and user needs.

Once completed, the final report will be presented to the City Council at a future study session meeting.

Previous Actions:

First Strategic presented the idea of matching bio-manufacturing opportunities (tied to the bioscience targeted industry contained within the EDIS) with existing vacant buildings at a City Council Study Session on March 20, 2012. City Council approved this consultant contract on September 4, 2012.

Options:

A: Provide input on the draft and preliminary outcomes of this strategy.

B: Reject this project or provide new direction as to how the consultant should approach the completion of their work.

Staff's Recommendation:

Provide input on the outcomes of this draft strategy for future implementation.

Fiscal Analysis:

There is no fiscal consideration at this time.

Exhibits:

Exhibit A: Executed Professional Services Contract

Contact Name and Number:

Maria Laughner at x 5121



City of Peoria, Arizona
Notice of Request for Proposal
for Professional Services

Request for Proposal No: P12-0082 Proposal Due Date: July 16, 2012
Services: Consulting Services for Building Re-Use Implementation Strategy Proposal Due Time: 5:00 P.M. AZ Time
Project No: Purchasing Agent: Jennifer Miller
Location: City of Peoria, Materials Management Phone: (623) 773-7115
Mailing Address: 9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope. All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact: Telephone: 602-264-6565 Fax: 602-266-5095
Name: Barry Dill Email: barry@firststrategic.com
Company Name: First Strategic
Authorized Signature for Offer: [Redacted]
Address: 300 W. clarendon Ave, Suite 460 Printed Name: Barry A. Dill
City: Phoenix, AZ 85013 Title: Partner

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by:
Wanda Nelson, City Clerk
CC:
Contract Number:
City Seal
Official File:

City of Peoria, Arizona Effective Date:
Approved as to form:
Stephen M. Kemp, City Attorney
Contract Awarded Date
Carl Swenson, City Manager

FIRSTSTRATEGIC



Communications & Public Affairs

GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

August 15, 2012

Ms. Jennifer Miller, CPPB
Contract Administrator
City of Peoria
9875 N. 85th Ave., Second Floor
Peoria, Arizona 85345

RE: P12-0082, Consulting Services for Building Re-use Implementation Strategy

Dear Ms. Miller:

The FirstStrategic Team is pleased to respond to your offer to provide a phased approach to the Request for Proposal offered by the City of Peoria. Please find the Scope of Work provided by the City, pricing for the scope of work and an estimated timeline to provide the work.

We are pleased to be selected for this important planning process and look forward to working with the Staff and Elected Officials of the City of Peoria. Because of the phased in approach to the project and the realignment of certain aspects from one phase of the plan to another, the timetable that we provided with our bid has been modestly extended.

We look forward to beginning the project and remain available to answer any questions you may have. Thank you again for selecting the FirstStrategic Team for this project.

Sincerely,

Wes Gullett
Partner
FirstStrategic Communications and Public Affairs

FIRSTSTRATEGIC



Communications & Public Affairs

GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

Building Re-Use Implementation Strategy

Phased Scope of Work

Purpose: The phased scope of work approach below is intended to focus initially on the areas that are: (1) essential Targeted Industry market, site, and location criteria considerations and evaluate market acceptance criteria for a Targeted Industry, as well as barriers to market acceptance; (2) provide a detailed evaluation of the buildings under consideration through this contract (see Exhibit A) that may have immediate interest from a Targeted Industry; and (3) commence the effort to identify and secure private and public (state and federal) funding sources, such as grants, low-interest loans, etc, to assist in any capital expense to retrofit any of the buildings pursuant to this contract. This approach is designed to also minimize the total cost of the engagement by using a work flow model that reserves the detailed building assessment to those buildings that are previously determined to meet the market, site location criteria, needs and preferences of the Targeted Industries we seek.

Phase 1 – This phase of the scope of work focuses on the economic viability of the City of Peoria, through its market profile and the buildings under consideration under this contract, as to whether Peoria is an attractive market for the Targeted Industries listed in Exhibit B. Since all of the buildings under consideration are privately owned, this phase also includes meetings with property owners to inform them of the purpose and deliverables resulting from his engagement, as well as to obtain their support and written permission to access the buildings for evaluation purposes.

Phase 1(a) – Economic Viability and Market Evaluation. Tasks to be completed under this phase include:

- Complete Targeted Industry Site Location Assessment Form (see Exhibit C) for each Targeted Industry listed in Exhibit B;
- Complete a Peoria market acceptance analysis with a SWOT specific to the Targeted Industries under consideration in the Peoria market area;
- Complete a comparative analysis of Peoria's market profile to other benchmark cities in terms of being able to attract Targeted Industries and the condition/adaptive re-use potential of Peoria buildings under this contract to other similar buildings in the Valley;
- Conduct meetings with property owners of buildings to be reviewed to inform them of this process and desired outcome, as well as to gain their written authorization to enter and evaluate their buildings;
- Identify of the re-use potential of each building based on economic, demographic, as well as site location and market acceptance criteria;
- Should Peoria not be competitive in attracting the listed Targeted Industries, provide recommendations on alternative re-uses and alternative end users for the buildings in question with options for consideration;
- This phase will conclude with a written draft report for staff review, then a final written report with completed Targeted Industry Site Location Assessment forms, recommendations on moving forward, identification of alternative re-use options and resulting end users.

Phase 1(b) – Building Assessments. Once the Economic Viability and Market Evaluation report is completed, this phase will focus on assessing those buildings determined through Phase 1(a) to be most appropriate for Targeted Industry re-use. Tasks to be completed under this phase include:

- Complete building evaluations and site feasibility assessments through completion of the Building/Site Assessment Form (see Exhibit D) for each of the buildings determined under Phase 1(a) to be appropriate for Targeted Industry or alternative end user re-use;
- Completion of a broker opinion of value for each building considered under this phase;
- Discussion with affected property owners to discuss the outcome of the building assessment process and broker opinion of value, as well as the likely industries/businesses that may be interested in the re-use of the building;
- This phase will conclude with a written draft report for staff review, and a final report with completed Building/Site Assessment Forms for each building under consideration, and completed broker opinions of value for the buildings under consideration. The final report will outline all building re-use options and potential, recommendations, and an enumeration of the needed improvements and costs (including on- and-off site improvements) to make the facility compelling for the end user.

Phase 1(c)(i) - Financial Assistance Programs. Upon completion of Phase 1(a), consultant shall begin the process of identifying the public and private funding sources available and eligible for capital improvements needed to bring the buildings into compliance for occupancy by a targeted Industry or alternative user. This phase will include the following tasks:

- Completion of an inventory and summary matrix of the private and public funding sources currently available to support the effort under this contract. The matrix should include, among other items, the funding source, eligible activities, narrative description on the use of funds and any conditions or restrictions associated with the funding, contact information, application timeframe, maximum amount of the assistance, form of assistance, required City matching funds, form of eligible match, etc;
- Recommendations as to how to position the City or local non-profit organizations may receive any available funding, including making contact with decision makers, networks, and lobbying efforts to maximize the City's ability to leverage funding for this effort;
- Completion of a schedule prioritizing the financial assistance packages to be pursued in order of greatest likelihood of success;
- Preparing or obtaining all letters of support and collateral materials needed by the granting agency to be made of part of the City or local non-profit organization's application.

Phase 1(c)(ii) - At the conclusion of Phase 1(b), consultant shall prepare the funding applications per the prioritized schedule of financial assistance focusing on those buildings determined through Phase 1(b) to be most appropriate for targeted end user occupancy, for which a detailed building and site assessment was completed, and for which the Peoria market and end user

location criteria support as acceptable and competitive. Tasks for this portion of the scope include:

- Completed draft applications with all attachments for each funding source determined to have the highest probability of funding success for the buildings in question.

Phase 2 – Building Re-Use Implementation Strategy. This phase uses the final reports from phase 1(a) and 1(b), along with other data and information to compile a comprehensive written report (including an electronic copy) that is an action-oriented implementation strategy with clear, specific and detailed recommendations for each building under consideration, as well as options, re-use potentials, and end users likely for occupancy. Tasks to be completed under this phase include:

- Meetings with staff to discuss overall outcomes of the previous phases;
- Meetings with affected property owners to determine their level of cooperation in the re-use of the buildings;
- Meeting with the City's Economic Development Advisory Board to report on the status of work and outcomes;
- Meeting with the City's Sustainable Development and Public Service Subcommittee
- General public meetings to inform the residents and business of the outcome of the study
- Conduct a formal presentation at a City Council Study Session Meeting
- Conduct a formal presentation at a regular City Council Meeting
- Submission of a draft written report for staff review, and a final implementation strategy including a summary Targeted Industry Site Location Criteria Matrix (Exhibit E)
- Identification and delivery of targeted end users through a listing of end users appropriate for the building re-use strategy.

Budget Detail

Phase 1(a)	Number of hours	710 x \$200*	hourly rate =	\$142,000
Phase 1(b)	Number of hours	470 x \$200*	hourly rate=	\$94,000
Phase 1(c)(i)	Number of hours	115 x \$200*	hourly rate=	\$23,000
Phase 1(c)(ii)	Number of hours	35 x \$200*	hourly rate=	\$7,000
Phase 2	Number of hours	270 x \$200*	hourly rate=	\$54,000

Subtotal: \$320,000

Reimbursable:

Travel

Per Diem

Copying

Materials

Other (please specify items and amounts)

Subtotal: \$Included in Hourly
Estimate

Total Not to Exceed \$320,000

*Hours are calculated at an average of \$200 per hour. This hourly amount will differ from providers but will not exceed the projected total costs.

Estimated Project Time Line

Phase 1(a)

September 10	Begin work
September 28	Brief Staff on progress of project
October 19	Brief Staff on progress of project
November 9	Provide draft report to Staff
November 16	Provide final report to Staff

Phase 1(b)

November 26	Begin work
December 14	Brief Staff on progress of project
January 4, 2013	Provide draft report to Staff
January 11, 2013	Provide final report to Staff

Phase 1(c)i

November 26	Begin work
December 14	Brief Staff on progress of project
January 18	Brief Staff on progress of project
January 25	Provide Staff with report on project

Phase 1(c)ii

January 14	Begin work
February 1	Provide completed draft applications to Staff

Phase 2

January 14	Begin process of briefing
February 15	Conclude briefing process



City of Peoria 9875 N. 85th Ave., 2nd
Floor

Peoria, Arizona 85345

Materials Management & Inventory Control

August 7, 2012

Barry Dill
First Strategic
300 W. Clarendon Ave., #460
Phoenix, AZ 85013

RE: P12-0082, Consulting Services for Building Re-use Implementation Strategy

Dear Mr. Dill:

The Economic Development Department would like to do a phased approach for a portion of services offered in your proposal. Please see the attached scope of services for that portion of the work and propose pricing by the phases as shown by August 15, 2012. The term contract and this specific scope and fee that we are finalizing will be presented to City Council for approval. Please be reminded, that during this process, there should be no Council or staff lobbying.

If you have any questions regarding the contract, please contact the Materials Management Division at (623) 773-7115. Thank you for your interest in doing business with the City of Peoria.

Sincerely,

Jennifer Miller, CPPB
Contract Administrator

Enclosure



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Building Re-Use Implementation Strategy Phased Scope of Work

Purpose: The phased scope of work approach below is intended to focus initially on the areas that are: (1) essential Targeted Industry market, site, and location criteria considerations and evaluate market acceptance criteria for a Targeted Industry, as well as barriers to market acceptance; (2) provide a detailed evaluation of the buildings under consideration through this contract (see Exhibit A) that may have immediate interest from a Targeted Industry; and (3) commence the effort to identify and secure private and public (state and federal) funding sources, such as grants, low-interest loans, etc, to assist in any capital expense to retrofit any of the buildings pursuant to this contract. This approach is designed to also minimize the total cost of the engagement by using a work flow model that reserves the detailed building assessment to those buildings that are previously determined to meet the market, site location criteria, needs and preferences of the Targeted Industries we seek.

Phase 1 – This phase of the scope of work focuses on the economic viability of the City of Peoria, through its market profile and the buildings under consideration under this contract, as to whether Peoria is an attractive market for the Targeted Industries listed in Exhibit B. Since all of the buildings under consideration are privately owned, this phase also includes meetings with property owners to inform them of the purpose and deliverables resulting from his engagement, as well as to obtain their support and written permission to access the buildings for evaluation purposes.

Phase 1(a) – Economic Viability and Market Evaluation. Tasks to be completed under this phase include:

- Complete Targeted Industry Site Location Assessment Form (see Exhibit C) for each Targeted Industry listed in Exhibit B;
- Complete a Peoria market acceptance analysis with a SWOT specific to the Targeted Industries under consideration in the Peoria market area;
- Complete a comparative analysis of Peoria's market profile to other benchmark cities in terms of being able to attract Targeted Industries and the condition/adaptive re-use potential of Peoria buildings under this contract to other similar buildings in the Valley;
- Conduct meetings with property owners of buildings to be reviewed to inform them of this process and desired outcome, as well as to gain their written authorization to enter and evaluate their buildings;
- Identify of the re-use potential of each building based on economic, demographic, as well as site location and market acceptance criteria;
- Should Peoria not be competitive in attracting the listed Targeted Industries, provide recommendations on alternative re-uses and alternative end users for the buildings in question with options for consideration;



Materials Management & Inventory Control

- This phase will conclude with a written draft report for staff review, then a final written report with completed Targeted Industry Site Location Assessment forms, recommendations on moving forward, identification of alternative re-use options and resulting end users.

Phase 1(b) – Building Assessments. Once the Economic Viability and Market Evaluation report is completed, this phase will focus on assessing those buildings determined through Phase 1(a) to be most appropriate for Targeted Industry re-use. Tasks to be completed under this phase include:

- Complete building evaluations and site feasibility assessments through completion of the Building/Site Assessment Form (see Exhibit D) for each of the buildings determined under Phase 1(a) to be appropriate for Targeted Industry or alternative end user re-use;
- Completion of a broker opinion of value for each building considered under this phase;
- Discussion with affected property owners to discuss the outcome of the building assessment process and broker opinion of value, as well as the likely industries/businesses that may be interested in the re-use of the building;
- This phase will conclude with a written draft report for staff review, and a final report with completed Building/Site Assessment Forms for each building under consideration, and completed broker opinions of value for the buildings under consideration. The final report will outline all building re-use options and potential, recommendations, and an enumeration of the needed improvements and costs (including on- and-off site improvements) to make the facility compelling for the end user.

Phase 1(c)(i) - Financial Assistance Programs. Upon completion of Phase 1(a), consultant shall begin the process of identifying the public and private funding sources available and eligible for capital improvements needed to bring the buildings into compliance for occupancy by a targeted Industry or alternative user. This phase will include the following tasks:

- Completion of an inventory and summary matrix of the private and public funding sources currently available to support the effort under this contract. The matrix should include, among other items, the funding source, eligible activities, narrative description on the use of funds and any conditions or restrictions associated with the funding, contact information, application timeframe, maximum amount of the assistance, form of assistance, required City matching funds, form of eligible match, etc;
- Recommendations as to how to position the City or local non-profit organizations may receive any available funding, including making contact with decision



Materials Management & Inventory Control

makers, networks, and lobbying efforts to maximize the City's ability to leverage funding for this effort;

- Completion of a schedule prioritizing the financial assistance packages to be pursued in order of greatest likelihood of success;
- Preparing or obtaining all letters of support and collateral materials needed by the granting agency to be made of part of the City or local non-profit organization's application.

Phase 1(c)(ii) - At the conclusion of Phase 1(b), consultant shall prepare the funding applications per the prioritized schedule of financial assistance focusing on those buildings determined through Phase 1(b) to be most appropriate for targeted end user occupancy, for which a detailed building and site assessment was completed, and for which the Peoria market and end user location criteria support as acceptable and competitive. Tasks for this portion of the scope include:

- Completed draft applications with all attachments for each funding source determined to have the highest probability of funding success for the buildings in question.

Phase 2 – Building Re-Use Implementation Strategy. This phase uses the final reports from phase 1(a) and 1(b), along with other data and information to compile a comprehensive written report (including an electronic copy) that is an action-oriented implementation strategy with clear, specific and detailed recommendations for each building under consideration, as well as options, re-use potentials, and end users likely for occupancy. Tasks to be completed under this phase include:

- Meetings with staff to discuss overall outcomes of the previous phases;
- Meetings with affected property owners to determine their level of cooperation in the re-use of the buildings;
- Meeting with the City's Economic Development Advisory Board to report on the status of work and outcomes;
- Meeting with the City's Sustainable Development and Public Service Subcommittee
- General public meetings to inform the residents and business of the outcome of the study
- Conduct a formal presentation at a City Council Study Session Meeting
- Conduct a formal presentation at a regular City Council Meeting
- Submission of a draft written report for staff review, and a final implementation strategy including a summary Targeted Industry Site Location Criteria Matrix (Exhibit E)



Materials Management & Inventory Control

- Identification and delivery of targeted end users through a listing of end users appropriate for the building re-use strategy.

Budget Detail

Phase 1(a)	Number of hours	710 x \$200*	hourly rate =	\$142,000
Phase 1(b)	Number of hours	470 x \$200*	hourly rate=	\$ 94,000
Phase 1(c)(i)	Number of hours	115 x \$200*	hourly rate=	\$ 23,000
Phase 1(c)(ii)	Number of hours	35 x \$200*	hourly rate=	\$ 7,000
Phase 2	Number of hours	270 x \$200*	hourly rate=	\$ 54,000

Subtotal: \$320,000

Reimbursable:

Travel

Per Diem

Copying

Materials

Other (please specify items and amounts)

Subtotal: \$Included in Hourly
Estimate

Total Not to Exceed \$320,000

*Hours are calculated at an average of \$200 per hour. This hourly amount will differ from providers but will not exceed the projected totals.

City of Peoria Building Re-use Implementation Assessment
Work Flow Timeline and Cost Breakdown

Action/Cost	Day 1-10	D11-20	D21-30	D31-40	D41-50	D51-60	D61-70	D71-80	D81-90	D91-100	D101-110	D111-120
Building Ident. and inventory	Total cost \$161,000											
Total Cost of Inent/inventory	805 hours at \$200 average per hour = \$161,000											
Identify B-OCEAN building	Total Cost \$25,000											
PwC Cost	15 hours at \$200 average per hour = \$3,000											
B-OCEAN Cost	50 hours at \$200 average per hour = \$10,000											
AES Cost	20 hours at \$200 average per hour = \$4,000											
Velocity Cost	20 hours at \$200 average per hour = \$4,000											
FirstStrategic Cost	20 hours at \$200 average per hour = \$4,000											
B-OCEAN Team Assessment	Total cost \$71,000											
PwC Cost	35 hours at \$200 average per hour = \$7,000											
B-OCEAN Cost	185 hours at \$200 average per hour = \$37,000											
AES Cost	105 hours at \$200 average per hour = \$21,000											
FirstStrategic Cost	30 hours at \$200 average per hour = \$6,000											
Velocity Team Assessment	Total Cost \$65,000											
PwC Cost	50 hours at \$200 average per hour = \$10,000											
Velocity Cost	210 hours at \$200 average per hour = \$42,000											
FirstStrategic Cost	65 hours at \$200 average per hour = \$13,000											
Economic Viability Assessment	Total Cost \$75,000											
Total cost of Viability Assessment	375 hours at \$200 average per hour = \$75,000											
PwC Cost	200 hours at \$200 average per hour = \$40,000											
B-OCEAN Cost	130 hours at \$200 average per hour = \$26,000											
FirstStrategic Cost	45 hours at \$200 average per hour = \$9,000											
Identify Public Funding Opportunities	Total Cost \$30,000											
Total Cost of Identifying Public Funding	150 hours at \$200 average per hour = \$30,000											
FirstStrategic Cost	90 hours at \$200 average per hour = \$18,000											
B-OCEAN Cost	60 hours at \$200 average per hour = \$12,000											
Re-use Strategy Development	Total Cost \$54,000											
Total Cost of Strategy Development	270 hours at \$200 average per hour = \$54,000											
PwC Cost	50 hours at \$200 average per hour = \$10,000											
B-OCEAN Cost	100 hours at \$200 average per hour = \$20,000											
FirstStrategic Cost	100 hours at \$200 average per hour = \$20,000											
Velocity Cost	20 hours at \$200 average per hour = \$4,000											
Total Project	Total Cost \$320,000											
Total Project Costs	1,600 hours at \$200 average per hour cost = \$320,000											

FIRSTSTRATEGIC



Communications & Public Affairs

GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

City of Peoria Solicitation Number:P12-0082



Consulting Services Proposal for
Building Re-Use
Implementation Strategy

FirstStrategic

300 West Clarendon Avenue, Suite 460

Phoenix, Arizona 85013

Phone: (602) 266-6565

www.firststrategic.com

Consulting Services for Building Re-Use Implementation Strategy

Solicitation Number: P12-0082

Introduction

FirstStrategic Communications & Public Affairs is pleased to respond to the request from the City of Peoria to provide a strategic implementation plan to develop unique and sustainable re-uses for underutilized, existing buildings within the City. This implementation strategy will assess existing buildings in the City, develop new approaches to re-purpose those buildings, ascertain the viability of utilizing those buildings for targeted uses by the City, and create an aggressive marketing plan to immediately engage an end user for the buildings.

FirstStrategic has put together an outstanding team to develop this multi-faceted, strategic implementation plan. The FirstStrategic team includes experts from PricewaterhouseCoopers, LLC (PwC), Velocity Retail Group, Blue Ocean Biomanufacturing (B-OCEAN), and AES Clean Technology, Inc. to provide the most comprehensive planning possible.

Working together our team can supply the City of Peoria with a strategic implementation plan within 120 days and deliver a blueprint of how to begin creating new jobs and tax revenues immediately. The following proposal will specifically respond to your Request for Proposal and detail the experience of an outstanding team of professionals. Thank you for this opportunity.

1. Understanding of Targeted End Users

In an effort to make the implementation plan as effective as possible, our team includes an end user that is already interested in locating a state of the art biomanufacturing facility in Peoria. Blue Ocean Biomanufacturing is currently repurposing an underutilized warehouse in Massachusetts and is planning an expansion in the western United States. Blue Ocean Biomanufacturing will be involved in all aspects of our team's effort to make sure that the plan is based in reality and will yield tangible results.

The implementation strategy will analyze market demand for attracting targeted users that will include a robust review of labor force, material supply chain, transportation modes, and access to innovative technology that will enhance Peoria's appeal to the targeted industry. The implementation strategy will also review additional needs of the targeted industries, such as their desire to operate in a tax environment, business climate, and cost of operation that is consistent with the available inventory of underutilized buildings available in Peoria. The implementation plan will consider the competitive advantages of underutilized buildings in Peoria, as well as the costs associated with bringing those buildings up to the standards necessary for a targeted industry to re-purpose the building in a way that creates jobs, expands the tax base of the City and enhances the success of the City's adopted Economic Development Implementation Strategy (EDIS).

Finally, the strategy will identify specific public funding opportunities that can leverage City resources to create the necessary public/private partnerships to attract targeted re-uses for underutilized buildings in Peoria. The plan will analyze county, state and federal funding opportunities that can be utilized to leverage City resources that have been dedicated to successful implementation of the EDIS.

The FirstStrategic team will provide detailed analysis of the marketplace, under-utilized building stock, needs of modern bioscience manufacturing and higher education, and public/private partnerships. FirstStrategic and PwC have partnered on major initiatives to develop state of the art genomics and health science clusters in Phoenix. PwC is the world's largest professional service organization with unsurpassed expertise in health science consulting and new business start-up. FirstStrategic offers Arizona's most experienced team of strategic planning and government affairs services that have enabled large Arizona organizations to maximize county, state and federal fund opportunities. Together, FirstStrategic and PwC will serve as the strategic quarterbacks of the project.

Velocity Retail Group and their REStoreD division will provide an unequalled understanding of the potential of under-utilized buildings and bring dynamic new ideas about how to successfully re-purpose those buildings. Their experience in large retail and successful commercial real estate in Maricopa County covers more than three decades.

Most importantly, Blue Ocean Manufacturing will provide the critical analysis of the needs of the end user. They have firsthand understanding of the needs of modern manufacturing and how the re-use of underutilized facilities can reinvigorate American manufacturing. Blue Ocean Manufacturing is currently building a biomanufacturing facility in a former warehouse in Worcester, Massachusetts and understands exactly what is necessary to create a successful re-use project.

The ultimate objective of the plan is to provide the City with the strategic detail that is needed to create new modern jobs in biomanufacturing, higher education, research and development, healthcare, data management and a host of other clean industries. These new jobs will be the result of creating targeted industry clusters from new business investments within the City. The expansion of the workforce will generate new sales and property taxes for the City, which is currently experiencing stagnant revenue due in part to underperforming buildings. The most remarkable aspect of the plan is that these new jobs, businesses, and investments will utilize existing buildings that are now vacant or under-utilized, providing the City of Peoria with an economic development win/win scenario. Our goal is to produce an end user at the conclusion of the planning process that will start work on day one.

- **Economic Viability Assessment**

PricewaterhouseCoopers will provide a detailed assessment of the viability of Peoria as an attractive market for targeted industries. The assessment will include analysis of the labor force in the City, as well as the labor force within a manageable commute shed. The assessment will consider the training and educational levels of potential employees that are necessary for the targeted industries of the EDIS. The assessment will also consider other important factors that make Peoria an attractive site for targeted industries to re-purpose existing underutilized facilities.

PwC has the experience and professional support to provide the economic viability analysis quickly and thoroughly. PwC has nearly 2,000 professionals dedicated to the healthcare and higher education industries, offering issue expertise in the full range of academic, healthcare, and research. The firm works with more than 3,000 organizations representing top tier leadership across the health and higher education spectrum.

PwC's industry qualifications are immense in the fields of new venture planning and implementation, strategic and operational planning, clinical and operations strategy, and financial modeling. PwC has the advantage of a nationwide perspective on industry best practices, national benchmarks, and cutting-edge trends. Their people have experience with providers, healthcare systems, universities, cutting edge manufacturing, and academic medical systems with extensive experience in strategic planning and implementation.

Blue Ocean Biomanufacturing will be significantly engaged in the economic viability assessment. They will make sure that the customer base is available from Arizona and California, engage in the workforce analysis, review the transportation requirements and review the business climate assessment that is done by PwC. B-OCEAN will be required to participate in the development of all information developed in the assessment, make sure that the right questions are asked during the analysis, and ensure that we maximize the information gathered in this important phase of the process.

The FirstStrategic team will review the economic viability assessment with an eye for the benefits and challenges to the end user and interface with all local authorities on the economic viability assessment.

- **Underutilized Building Re-Purposing Identification and Inventory**

The FirstStrategic team is uniquely qualified to provide the crucial identification and inventory of the buildings targeted by the City of Peoria. Each unique member of the team will play a role in this process. Velocity Retail Group brings extraordinary experience in real estate evaluation, PwC has the worldwide network to understand the scope of potential targeted industries and particular businesses that are potential end users for the facilities, Blue Ocean Biomanufacturing is an actual targeted user who knows exactly what is necessary to move into a facility and begin work, and FirstStrategic has the strategic planning and land use experience to develop the plan to immediately move forward.

Velocity Retail Group and their REStoreD division, working with T.L. Steimel and Associates, Inc. (TLSA), will identify which of the buildings on the City's targeted list are appropriate for targeted industry re-use. They will review each targeted building and provide a detailed analysis of the physical condition, the structural needs of the buildings to make them attractive to potential re-use end users, the costs associated with bringing them into code compliance, and the interest of the property owner to engage in the effort needed to meet that need.

In addition to TLSA, AES Clean Technology will provide specific construction needs review for the B-OCEAN project. AES Clean Technology is the design and construction company providing expertise on the B-OCEAN re-use project in Massachusetts. They understand exactly what it will take to attract B-OCEAN manufacturing to Peoria and will add critical information to the process.

PwC will compile an extensive list of potential end users from their extensive interaction with targeted users worldwide. This list will include the needs of end users such as parking, clean room capacity, exterior hardscapes, transportation compatibility, retail market demand considerations, and other end user needs.

Velocity Retail Group will then match their analysis with PwC's potential targeted industries needs to determine the potential uses for each building. B-OCEAN will review the analysis from an end user perspective to determine if there is real or potential interest for an end user that is in the market to expand operations.

Based on this thorough analysis, FirstStrategic will create a strategic implementation plan for the buildings that meet the identification and inventory criteria of the combined experts. FirstStrategic will work with City staff to review any potential general plan or zoning change requirements and neighborhood compatibility issues such as traffic mitigation or other transportation issues.

It is critical to comprehensively look at all of the potential underutilized buildings to determine which potential uses can be successful. For example, the empty Best Buy retail space may be best matched with a new retail use, while the old Wal-Mart store can be transformed into a biomanufacturing and educational campus. However, it is premature to prejudge the viability of the facilities until the identification and inventory analysis is completed. This analysis is a unique reality check for the City of Peoria that will enable our team to concentrate on the most effective expenditure of resources to attract end users and will focus the project for ultimate success.

Velocity Retail Group has the experience and local hands on expertise to coordinate the identification and inventory aspects of the implementation planning project. Their 35 years of real estate experience and REStoreD's unique focus on big box re-use combined with the global reach of PwC and the review of a potential end user will provide our team with the unique ability to deliver the most complete analysis possible.

- **Identifying Compatible Public Funding Opportunities**

FirstStrategic has the experience and understanding of public/private partnerships to identify and develop a strategy to maximize public resources for the re-use of underutilized facilities. FirstStrategic has worked with local, county, state, and federal officials in directing resources for economic development efforts for the past 10 years. The re-use of underutilized facilities is a fantastic economic development opportunity. By utilizing the extensive analysis developed in the identification and inventory elements of the planning process our team will be able to determine exactly where public resources can be utilized in a public/private partnership.

As part of the overall implementation strategy, FirstStrategic will develop a specific strategy for leveraging public resources for specific re-use opportunities. The firm will determine all available resource sources such as Maricopa County IDA, Arizona Commerce Authority grants, Federal loan and grant pools, and specific congressionally mandated funding opportunities to leverage City of Peoria funding to meet the needs of a public/private partnership. This strategy will enhance the ability to attract an end user that has the need for some gap financing and increase the chances of the success for the project.

FirstStrategic will work with B-OCEAN to review all public/private partnership needs of the end user to make sure that the project can be successful as soon as possible.

- **Re-Use Implementation Strategy**

The FirstStrategic team will develop a dynamic, action-oriented implementation strategy for the re-use of underutilized buildings in the City of Peoria by utilizing the data derived from the economic viability analysis, the building identification and inventory aspects of the project. The strategy will consider the costs associated with bringing the underutilized buildings up to the standards necessary to be viable in the current global marketplace. The strategy will balance the demands of the market with the public resource capacity available to attract end users that will generate jobs, seed new industry clusters and create a sustainable economic development environment in facilities that were formerly boarded up vacant or underutilized relics of past economic development models.

The strategy will take into consideration the economic reality of Peoria's workforce, transportation assets, tax and regulatory environment, proximity to cutting edge research and development in the health science cluster, and the ability to draw manufacturing from California's research base. The strategy will combine the economic assets with the exhaustive assessment of underutilized infrastructure with the public desire to create jobs and expand new economic opportunities.

- **Strategic Immediacy and Sustainability**

The FirstStrategic team strategy will have the unique benefit of review and potential acceptance of an actual end user, Blue Ocean Manufacturing. By having the real time review of a potential end user, the strategy can be utilized immediately upon acceptance by the City Council and positive economic activity can commence seamlessly. In addition, utilizing PwC's global network of contacts, the strategy will list other potential end users for additional projects. The strategy envisions creating a sustainable flow of public resources so that once implemented the first time, the economic benefit to the City can be channeled into the next project, and easily replicated so that new industry clusters can be developed. These industry clusters will attract education, training, research, and development opportunities to the City of Peoria.

The FirstStrategic team strategy will be developed as a dynamic document that can be used continually on multiple re-use projects. By designing the strategy in this fashion, City economic development professionals will be able to add the plan to their toolbox of economic development

assets and not be required to reinvent the wheel on each project. The implementation strategy will give Peoria an advantage over competitor municipalities in the Arizona market as well as nationwide.

2. Firm/Team Experience

The FirstStrategic team has a demonstrated record of success and is uniquely qualified to provide the City of Peoria a dynamic, sustainable strategic implementation plan for:

- Attracting end users to building re-use opportunities
- Evaluating market opportunities for building re-use
- Creating a market-based building re-use strategy
- Assessing building and properties for use

We have already assembled a first class team of experts in economic strategic thinking, large commercial real estate, construction cost analysis, public sector funding participation and most importantly an end user in a targeted industry. This team of experts will develop a strategy that can be replicated throughout the City and can be immediately utilized to create new economic opportunities.

Our team's talent is far-reaching and built to maximize success in Peoria. In addition to B-OCEAN as a potential end user, PwC has a global network of companies, organizations, and professionals that will provide access to a myriad of potential end users. Further combined with the national network of Velocity Retail Group, our team offers access to potential end users ranging from JCPenny's to Johnson & Johnson pharmaceuticals to new potential economically explosive innovations in healthcare and higher education.

- **Attracting End Users**

The FirstStrategic team has the unique ability to realistically determine the re-use possibilities of a variety of buildings in the City of Peoria. By including an end user on our strategic team we can determine the precise requirements necessary to attract a business that can create the synergy to give birth to an industry cluster in the City. Blue Ocean Manufacturing, with their construction partner AES Clean Technology, will be able to review all of the data developed in the planning process and make specific recommendations about the requirements necessary to establish a manufacturing plant in a re-purposed building.

In addition to bringing a prospective end user to the project, the FirstStrategic team will be able to draw on the combined expertise of Velocity Retail Group and PwC's network of contacts to assess additional opportunities for end users of re-purposed buildings. This multi-faceted approach to the project will enable the FirstStrategic team to develop a dynamic strategic implementation plan that the City economic development professionals will be able to use to create sustainable economic opportunities for multiple re-use projects.

Specifically, the FirstStrategic team has direct experience in attracting new uses for the re-use of buildings. In response to this request for proposal, B-OCEAN is an integral member of our team.

B-OCEAN is an end user that is currently planning an expansion in the western United States. They are interested in locating in Peoria because of the close proximity to critical research and development in bio-science in the Phoenix market, as well as the unique geographic relationship the west valley has to California's research and development centers. Peoria is perfectly situated for the company. B-OCEAN will work with the FirstStrategic team on all aspects of the implementation plan.

In addition to B-OCEAN, the FirstStrategic team includes Velocity Retail Group to assist with the planning process. Velocity Retail Group's core team has a broad depth of experience in all facets of commercial real estate. The company provides a full range of brokerage services including redevelopment solutions, leasing, tenant representation, consulting, investment solutions and development to retail tenants and owners throughout the western states.

Velocity Retail Group has experience with the nation's leading retail concepts across all industries - fashion, home improvement, food and drug, automotive, banking, restaurants, and lifestyle. They have been engaged by a myriad of retailers and service providers to guide them through the issues and complexities in the areas of site selection, contract negotiation, research, store optimization, direction and strategy. Some of their current clients include: Lowe's Home Improvement Warehouse, JCPenney, and Hobby Lobby.

The company has also represented many of the leading institutional and private client owners and investors of retail real estate. Some of these current and former clients include: Vestar Development, The Barclay Group, Armstrong Development, De Rito Partners Development, Pacific West Development, Kornwasser Shopping Center Group, SunCor Development Company, Evergreen Development Company, Black Equities Group, Ltd., SKB Management, and CNA Enterprises.

Velocity Retail Group's team members are committed to the City of Peoria's success and have no conflicts that would prevent them from devoting the time and effort necessary for this assignment. The team members were selected because of their big-box background, expertise, and market knowledge. Velocity Retail Group leased more than one million square feet of big-box space in 2009, in an extremely difficult environment where the market experienced negative absorption and in 2010 leased over 500,000 square feet. In 2011 Velocity Retail took part in all of the top five leasing transactions and leased over 750,000 square feet of big box space.

With 253 vacant big box spaces in Phoenix alone, Velocity Retail has been "Rethinking the Box" to find solutions for some of these spaces. To proactively help their clients, in the 2nd quarter of 2012, Velocity launched the **REStoreD** Division which focuses on finding solutions for owners of shopping centers with long-term vacancies and helps tenants find real estate in key locations throughout the western United States. They have created a multi-disciplined approach to find solutions that think beyond the four walls of the box. These solutions require a broader knowledge of the real estate market such as honing in on non-traditional uses, architectural, or entitlements and zoning. Since the inception of the division, **REStoreD** has identified solutions

for owners and tenants such as biotechnology and life sciences, academic uses, self-storage, religious organizations, medical/office uses, data centers, and other service industries.

Following are specific examples over the last three months:

- Kingman, AZ shopping center has closed escrow. The property is 81,000 SF which is currently 100% vacant. We are working with GSA on a requirement for 17,000 SF.
- We are in negotiations with a national retailer to convert a former Best Buy to a climate-controlled secured storage facility in Scottsdale.
- In recent weeks, we have met with Councilmen Gates and Waring regarding neighborhood concerns along 32nd St from Shea to Union Hills. They have asked for our input as to what uses can be solicited that would improve the street. Our recommendations included apartments, higher density for sale housing, data centers, call center, and street scape. We compared the demographics and opportunities to what has developed at 16th St. and Bethany Home Rd. Our proposal is under consideration. The area also has a 150,000 retail store store that Sears owns, but is attempting to sell at SEC 32nd St and Cactus. We are also discussing the opportunity to move Walgreens to a pad at Shea and 32nd St.
- The group has also evaluated the former Target store in Chandler for a buyer. The opportunities associated with this store include data centers, mini storage facilities, and medical related uses. This is confidential at this point. The evaluation also includes pad sales in the existing parking lot to reduce the buyer's basis in the property and to take advantage of a reduced parking demand going forward. The pad sales would include restaurants, medical office building, and fast food. We believe that depending on the uses at least 3-4 pads can be created at a price of \$800,000- \$1 million each.
- **Evaluating Market Opportunities**

The FirstStrategic team brings one of the most sophisticated and extensive teams of professionals in global market research to the City of Peoria. While the implementation strategy will focus on all of the targeted industries in the Peoria EDIS we have a specific emphasis on the health science industry. Health care is a nearly \$3 trillion industry that is growing faster than any other segment of the economy and any dynamic economic development plan should carefully consider bioscience manufacturing and other health care related industries. The FirstStrategic team will utilize the cutting edge market analytical capabilities of PwC for this aspect of the planning process.

PwC is the world's largest professional service organization assisting clients in building value, managing risk, and improving their performance. They provide clients across all industries with a full range of business advisory services. The Firm has 189 offices in the United States and approximately 150,000 professionals world-wide.

PwC has nearly 2,000 professionals dedicated to the healthcare and higher education industries, offering expertise in the full range of academic, healthcare, and research issues. The firm works with more than 3,000 organizations representing top tier leadership across the health and higher education spectrum.

PwC's industry qualifications are immense in the fields of new venture planning and implementation, strategic and operational planning, clinical and operations strategy, and financial modeling. They have the advantage of a nationwide perspective on industry leading practices, national benchmarks, and cutting-edge trends. PwC's employees have experience with providers, healthcare systems, universities, and academic medical systems with extensive experience in strategic planning and implementation.

- **Health Industry Practice:** PwC has more than 500 dedicated professionals, drawing upon international expertise with strong representation of clinical and business leaders, including more physicians than any other Big Four organization. PwC's industry qualifications are immense in the fields of strategic and facility planning, clinical and operations assessments and financial studies. In addition, PwC is significantly experienced in addressing the integration of competing agendas facing major health care systems today. They have the advantage of a nationwide perspective of industry best practices, national benchmarks, and cutting-edge trends.
- **Health Sciences Practice:** PwC has built its Health Sciences Practice to serve the academic, research, and clinical elements of healthcare with specific focus and deep expertise in the field of research administration and biomedical research management. PwC has developed a synergy that allows its clients to offer tomorrow's medicines today. PwC partners and health sciences leaders maintain ongoing dialogues on research, healthcare, and related strategic initiatives with the leadership of the NIH, Mayo Clinic, and Georgetown University. The practice has cultivated strong links to the Pharma, biotech, medical device, and healthcare consumer products industries. These connections and the support they can provide will be critical to evaluating the economic marketplace for Peoria.

PwC has assisted many clients with the challenges of operating in an ever-changing, tumultuous environment. They have helped clients address critical issues such as recovery from financial crisis, transition to new organizational structures, and implementation of industry-leading fiscal and operating models.

- **Creating a Market Based Building Re-use Strategy**

Creating a market based building re-use strategy will require the combined skills of the FirstStrategic team. We will rely on the specific experience of the Velocity Retail Group to provide the assessment of the buildings and the market research of the possibility of traditional users being able to re-use the buildings. We will utilize the market demand analysis of PwC to fulfill the important economic drivers of the strategy as well as PwC's global network of relationships with budding new health care

technology company to understand non-traditional market opportunities. FirstStrategic will provide the strategic planning development which will employ their years of experience in developing dynamic strategic plans to reach the successful result the City is expecting.

PwC and FirstStrategic teamed up to help create the Translational Genomics Research Institute (TGen) located in downtown Phoenix exactly 10 years ago. The team's strategic planning expertise helped establish a bioscience industry cluster in Arizona that is spinning off economic development opportunities today. By working together and combining PwC's outstanding depth of understanding of the needs of the industry and FirstStrategic's local knowledge of the potential challenges that lie ahead, the team was able to establish TGen as a world class research institute that has had hundreds of millions of dollars in economic impact for Arizona and is widely regarded as one of the most successful bioscience startups in history.

Similar to the strategic planning work that went into the creation of TGen, this strategic implementation plan will serve as a dynamic sustainable resource. It is critically important that the plan be flexible enough to be utilized for multiple projects with the focus on creating targeted industry clusters. FirstStrategic working with PwC and B-OCEAN will provide the City with a superior planning product that will not just sit on the shelf but be used for years to come.

FirstStrategic is comprised of public affairs professionals whose combined experience in public and private sector government relations and public policy development totals more than 100 years. The team of professionals that make up FirstStrategic have continuously worked in government and the private sector managing complex strategic communications, economic development efforts, government relations, community outreach and public relations campaigns at every level. FirstStrategic has unique experience in strategic planning and working on public funding for public/private partnerships. Some of these partnerships include: Translational Genomics Research Institute (TGen), Northern Arizona University, and Phoenix Children's Hospital (PCH).

FirstStrategic has represented TGen since its inception. The client partnership has yielded over \$50 million in federal and state funding, including an appropriation from the Department of Homeland Security, Department of Defense, Department of Justice, and other governmental and private sector entities.

The firm represents NAU at the federal level, assisting the institution with the acquisition of funding for a multitude of educational initiatives and programs. In the past few years, FirstStrategic helped secure millions of dollars for the establishment of TGen North, a research facility that focus on diagnostic, analytic, forensic and epidemiologic research related to pathogens important to medicine, public health and biodefense. The development of the center was one of the largest economic development successes in Flagstaff during the past decade. The center was made possible by NAU's partnership with TGen, and many of its facilities are located on the university's campus.

FirstStrategic has helped PCH acquire federal funding and developed a strategic approach to maximize Medicaid dollars. Since FY2008, FirstStrategic has assisted PCH with the acquisition of

over \$24 million dollars in federal funding for medical equipment, such as a CT Scanner and construction of a central energy plant for a new patient tower. The growth of PCH has added hundreds of healthcare jobs in the Phoenix metropolitan area.

The partners at FirstStrategic have a long history of service to numerous organizations, councils and boards. They have significant experience with organizations that will be important assets in the planning process. The following are a few examples of appointments and community involvement: Commissioner for the Commerce and Economic Development Commission - State of Arizona, Past Chair of the City of Phoenix Planning and Zoning Commission, Former Member of the Arizona Board of Regents, Past Chairman of the Board for the Arizona Chamber of Commerce.

FirstStrategic and the FirstStrategic team assembled for this project has the necessary experience, knowledge and ability to fulfill the entirety of the scope of work for the City of Peoria.

- **Assessing Building Re-use Opportunities**

The FirstStrategic team has the unique ability to realistically determine the re-use possibilities of a variety of buildings in the City of Peoria. By including an end user on our strategic team we can determine the precise requirements necessary to attract a business that can create the synergy to birth an industry cluster in the City. Blue Ocean Manufacturing, with their construction partner AES Cleanrooms, will be able to review all of the data developed in the planning process and make specific recommendations about the requirements necessary to establish a manufacturing plant in a repurposed building.

Blue Ocean Biomanufacturing is a perfect end user for the City of Peoria, and will allow Peoria to build a sustainable model for assessing buildings for re-use opportunities. They are currently exploring the potential of expanding operations to utilize quickly advancing technology. Breakthrough modular, single use, disposable technologies for producing biologics and nanotherapeutics offers a paradigm shift in biotherapeutic manufacturing. The industry is rapidly moving away from inflexible, stainless steel facilities to flexible, disposable manufacturing platforms, lowering the bar to accessing manufacturing capacity. This paradigm shift has opened the opportunity for more localized manufacturing in regions of the world where biopharmaceutical manufacturing was a distant dream. More than 60% of all new drugs will be biologics or nanotherapeutics. At the same time, 70% of the multi-billion dollar biological drugs like Avastin, Erubitux, EPO, and others are coming off patent in the US, Europe and other major geographic areas, creating a multi-billion dollar industry in biosimilars, (the biological equivalent to generic pharmaceuticals) and opening opportunities for many innovative entrepreneurial companies to establish a new industry cluster.

B-OCEAN understands choosing the right manufacturing partner is key to its future success as it enables the release of valuable resources (staff and capital) to concentrate on core activities and focus on business development, with reductions in time-to-market, regulatory oversight, and overall product cost. Rather than approach the transactions between the parties as a simple link in the product or service supply chain, as is the case with traditional Contract Manufacturing Organization (CMO), B-

OCEAN forms a closer relationship as a Strategic Manufacturing Partner (SMP) to work with clients from first batch to product sunset as their dedicated manufacturing resource in which both parties mutually participate in product development, manufacturing, regulatory support, and/or other business functions. By understanding B-OCEAN's needs in repurposing properties, Peoria will gain valuable insight in order to assess and attract additional health and biomanufacturing end users.

B-OCEAN's partner, AES Clean Technology, Inc., is the leader in turnkey design, manufacturing, construction, and commissioning of cleanroom facilities for life sciences companies. Their experience and insight will provide additional expertise in building assessment for re-use opportunities.

AES has been delivering successful projects for over 26 years by leveraging in-house cleanroom engineering expertise with proven construction execution strategies. The net results are precise facilities, executed safely and on-time, that allow clients to focus on their core business of developing life-changing medicine.

AES specializes in the use of modular cleanroom technology because it delivers more speed, cleanliness, quality, and repeatable performance to each project. Predictable results for finishes, cost, and schedule minimize risk and add value to every dollar of a client's investment.

In addition to the expertise that B-OCEAN and AES bring to the planning process, Velocity Retail Group and TLSA will also be assisting with the building assessment. Velocity Retail Group and TLSA will combine their expertise to review possible re-use opportunities for buildings that may not be suited for B-OCEAN. They will make the assessment based on the economic market analysis, physical conditions review, and other factors identified in the inventory review phase of the project.

As described earlier, Velocity Retail Group has more than 35 years of experience with a special emphasis on big box re-use. TLSA will also be assisting in the project and provides the team with extraordinary experience in construction oversight and review.

T.L. Steimel and Associates, Inc. (TLSA) was established to fulfill a market requirement of selected Corporations and Development Firms, which as a result of down-sizing and/or lack of in house design and construction expertise, needed assistance in making wise and cost effective procurement decisions for design and construction services to meet their requirements for new facilities, expansion to existing facilities, and the growing demand for office, warehouse and industrial space, health care facilities, hospitality and high end senior housing and life care facilities.

USAA Insurance and their real estate affiliate, USAA Realco turned to TLSA when they made the move to Arizona and looked to TLSA to assist in the design and construction of their initial Western Operation Center and eventually their development of the Phoenix Norterra Campus. TLSA continues their support of USAA Realco in the development of Skysong, the ASU Scottsdale Innovation Center in Scottsdale, Arizona and the new Fountainhead Office Plaza, home of University of Phoenix being developed in Tempe.

General Instruments turned to TLSA when they needed a new Southwestern Regional Headquarters and Plant designed and constructed in Sonora, Mexico. The 450,000 square foot facility represents a state of the art Regional Corporate Headquarters and Manufacturing facility for the production and distribution of electronic components shipped worldwide.

- Chandler Preparatory Academy is a Great Hearts Academy with a 410 student population in grades 6 through 12. Looking to relocate the campus and add kindergarten through 5th grade, Chandler Prep selected TLSA to complete due diligence on a proposed site of the former super market, turned data center at Warner Road and Alma School Road in Chandler. The site had an existing 104,237 square foot building which was remodeled for classrooms and administration space including a gymnasium and small auditorium. Additionally, the site was reworked to include a new football field and elementary school playground. As part of the due diligence, they managed the Conditional Use Permit process, participating in design, prepared the Request for Proposal for CM AtRisk (CMAR) services, reviewed building inspection reports, provided oversight during construction and managed development budget, draws, and schedule. Chandler Preparatory Academy opened in August of 2010.
- United States Postal Service Priority Mail Processing Center is a 355,394 square foot warehouse, which formerly housed cotton bails. It was re-positioned by re-designing the site and interiors by a design build team and converted into a United States Postal Service Priority Mail processing center in six months. The tenant improvement was valued at over \$13 million dollars and construction was completed in 120 calendar days from issuance of appropriate permits by the City of Phoenix. The facility includes 346,712 square feet of processing and central plant area, 5,136 square feet of front office support, and 3,546 square feet for employee break rooms and lobby.
- Timken Aerospace is approximately 87,478 square foot, single story, 24 foot clear height facility originally marketed as light industrial and warehouse shell space featured concrete tilt wall construction with composite steel joist with panelized wood roof system on a 247,454 square foot (5.68 acre) site. Due to site constraints and need for additional onsite employee parking, the onsite drainage is retained in 380 lineal feet of 8 foot diameter drainage piping and discharged via a series of drywells. Special build out included considerations for isolation pads for high tech testing and servicing equipment as well as part cleaning and hazardous waste disposal, separation and neutralization tanks and back-up and emergency power upgrades. Located at 3130 North Oakland Road in Mesa this project was completed in August of 2006.

Team Member Backgrounds

Blue Ocean Biomanufacturing

- **Michael (Mike) Masterson MS, MBA** is the Executive Chairman & co-founder of B-OCEAN. He is a highly accomplished engineer, business executive, entrepreneur, and investor with multi-

decade experience in commercializing sustainable healthcare technologies and deep expertise in building healthcare businesses as the founder and CEO of multiple healthcare-related companies. Mr. Masterson is also the former CEO of Xcellerex where he was instrumental in transitioning the company from an early-stage startup to a commercial-track enterprise by raising over \$30M in investment capital. He has compelling venture investment experience, with an extensive network within the financial, academic and healthcare industries. He has raised over \$100M in investment capital from leading venture firms in the U.S. and has created over \$500M in commercial value from these investments. Both the University of Colorado and the University of Massachusetts have recognized Mr. Masterson for his prolific career as a technology entrepreneur. He has a joint appointment as an “Entrepreneur in Residence” at the Isenberg School of Business and the School of Engineering at the University of Massachusetts Amherst and is a Trustee at the Wentworth Institute of Technology in Boston. He earned chemical engineering degrees (BS and MS) from the University of Massachusetts and the University of Colorado and is a graduate of the Owners-President Management program at the Harvard Business School.

- **Timothy P. Coleman Ph.D., MBA** is the CEO and co-founder of B-OCEAN. Dr. Coleman has been in the industry for 15 years, is the CEO of Nemucore Medical Innovations, Inc. and was recently the leader of the Biomedical Strategy Group in PricewaterhouseCoopers. Prior to joining PwC, Dr. Coleman was president, CEO and co-founder of BioCache Pharmaceuticals, Inc., a Richmond, Virginia based biopharmaceutical company primarily engaged in the research and development of cancer vaccines. There, he was a National Cancer Institute funded principal investigator studying the interaction of cancer vaccines with Toll-Like Receptors (TLRs) to induce a clinically relevant immune response. Additionally, he successfully led the firm’s growth through early stage funding, strategic expansion and eventual establishment of a non-founding executive leadership team.
- **David Williams MS** is the President of B-OCEAN. Prior to joining B-OCEAN, Dave was the sole proprietor of TS Consulting LLC, a company specializing in CMC consulting operations in the large and small molecule markets. TS Consulting was formed in 1992 to support part-time consultation to the newly expanding CMO market and start-up companies. Previous to running TS, he was Senior Vice President of Operations for Chlorogen, Inc., in St. Louis, MO. He joined Chlorogen in June of 2003 from CropTech Corporation in Blacksburg, Virginia, where he served as Chief Technology Officer and Sr. VP of Operations. Mr. Williams also served with Monsanto Company as Vice President of Operations for the Integrated Protein Technologies (IPT) business unit; Cephalon, Inc., as Director of Operations; founding partner and VP of Operations for Bio Science Contract Production Corporation (which became Cambrex Bio Science); and North American Vaccine as Director of Manufacturing for pediatric vaccines. He has over 25 years of experience in cGMP large and small molecule manufacturing operations, process development /scale-up, facility design and construction, state and local incentive development programs, and R&D. He has also performed consultation work for the U. S. Department of State and the United Nations as UNSCOM Deputy Chief Inspector for the United Nations biological weapons inspection program in Iraq. He holds a M.S. degree in Industrial Microbiology/Biochemistry, and

completed Ph.D. requirements, all but dissertation, in Microbiology/Biochemistry from the University of Oklahoma.

- **Nicole Stephenson MS, MBA** is the Vice-President of Business Operations & Secretary of the Board of Directors of B-OCEAN. Mrs. Stephenson coordinates the interaction of the financial and operational aspects of B-OCEAN. Previously Nicole worked at PricewaterhouseCoopers LLP as a Senior Associate from 2006-2011 as a member of the PwC's Health Industries Advisory Services Biomedical Strategy Group. At PwC she specialized in identifying clinical trial operational efficiencies and regulatory compliance issues associated with clinical research in the life sciences, pharma or academic medical center space. Nicole has worked in the research setting at several top biopharmaceutical companies in Cambridge, the Massachusetts General Hospital and Florida State University. She holds a Master of Science in Biological Science from Florida State University as well as a Master of Business Administration from Boston University.
- **William G. Hendren, M.D., M.B.A., F.A.C.S** is an advisor to B-OCEAN. He is a highly accomplished former cardiothoracic surgeon and is the founder and CEO of The Innovative Health and Technology Group, LLC (TIHTG). TIHTG seeks to commercialize innovative, high value, strategic opportunities that have compelling potential for economic sustainability and commercial returns in emerging markets, and in the United States. TIHTG is building a progressive portfolio of such opportunities over a defined time frame. Relevant to this proposal, Dr. Hendren is leading a \$100M project in the Middle East to establish the first biomanufacturing facility in this region of the world. Dr. Hendren has a very high level and extensive global network of leaders in healthcare, business and financing, academia and decision makers in governments. Additionally, he has published extensively and presented on clinical, scientific, and business topics. A graduate of Dartmouth College (AB, summa cum laude), Harvard Medical School (MD), and The University of Southern California, (MBA, highest honors), Dr. Hendren is a fellow of the American College of Surgeons and member of multiple Societies.

AES Project Team

- **R. Grant Merrill (Director of Project Development)** will serve as the pre-construction project leader responsible for overall project planning, scope development, and cost analysis. Mr. Merrill has over seventeen years of experience with critical environments. His expertise in mechanical and architectural systems integration delivers the proper design of cleanroom facilities that guarantee performance. Mr. Merrill is a member of ISPE and ASHRAE. His speaking engagements have included the *Cleanrooms* Educational Conferences, Interphex, ISPE Delaware Valley, ISPE New Jersey, the Williamsburg Bioprocessing Foundation Conferences, and Biotechnology Industry Organization Conferences.
- **Robert G. Satterfield (Executive Vice President / Partner)** will serve as the engineering leader responsible for the development of the project's design details and ultimately for construction documents that lead to permit acquisition. Mr. Satterfield provides supervision and technical guidance on all projects, to include architectural, mechanical and electrical disciplines. He has

personally designed or directly supervised over 1,000 projects, comprising more than 2,000,000 square feet of validated cleanroom space.

- **Michael J. Bones (Vice President of Construction)** will serve as the construction and commissioning team leader. During the pre-construction phase, Mr. Bones will assist with execution planning and development of project schedules. When the project comes to life in the field, Mr. Bones will lead a team of project professionals to construct and commission the facility. As the Vice President of Construction, Mr. Bones is responsible for schedule and budget on every project executed by AES Clean Technology. He ensures that each project is built and commissioned according to AES' strict SOP's and Quality Assurance Plans.

PricewaterhouseCoopers, LLC

- **Gerry McDougall** is Partner in Charge of PricewaterhouseCoopers Health Sciences Practice, serving academic and research organizations across the healthcare continuum. Gerry joined the firm in 1988. He is responsible for leadership of the broad range of basic, translational and clinical research strategic and business planning services that PwC provides to academic and research organizations, specializing in development of synergistic partnerships and creation of new research ventures. Gerry serves as Partner on large engagements involving senior-level clients and interacts with the institution's Board, financial leaders and political stakeholders. Gerry's clients have included many of the top 50 Academic Medical Centers, major research universities and health systems, biotech organizations and pharmaceutical/device companies. Over the last decade of Gerry's leadership of the Health Sciences practice, clients have included CEO's, Presidents, Boards of Directors, prominent scientific leadership including Nobel Laureates, National Academy members, Lasker Award recipients, leaders of patient advocacy groups, heads of R&D, Chief Scientific Officers, CMO's, the federal government and governors of several states. Under Gerry's leadership his teams over the past 5 years have been instrumental in securing billions of dollars for biomedical research.

The Velocity Retail Group Team

- **Dave Cheatham** is an accomplished authority on retail real estate in the disciplines of brokerage, project leasing, development, consulting and advisory services. He is a senior advisor to merchants, entrepreneurs, investors and senior retail executives throughout the industry. He has helped shape the corporate real estate policy of many of the nation's household-name retail brands. His extensive client list includes leading brands like JCPenney, Target, JP Morgan Chase, Total Wine & More, Gap, Old Navy, Banana Republic, CVS Pharmacy as well as gazelle high-growth companies preparing for a significant private-equity placement event or initial public offering. With more than 27 years of experience, his sphere of work has endured multiple growth cycles and several severe declines. Dave has transacted more than \$2.4 billion of retail transactions and has been the mainstay for leading negotiation techniques to provide strategy for the corporate real estate groups at nationally-recognized retailers. Over the years, Dave has focused on tenant representation, and has managed high-speed rollouts for a broad variety of retailers and restaurants. In addition to overseeing the activities within the office, Dave is the co-leader of the **REStoreD** Division, while providing leadership, strategic vision, and a broad range

of relationships to the organization. His experience in managing all facets within the retail real estate industry is utilized with every assignment.

- **Mike Fitz-Gerald** is a seasoned and accomplished commercial real estate professional, bringing over thirty-five years' experience to the benefit of Velocity Retail's clients. Being adept in the transaction process as well as the management side of our business gives Mike a unique advantage when working with our clients. By maximizing the value of assets and creatively bringing solutions to fruition Mike is able to utilize his broad experience to every transaction. As the co-leader of Velocity Retail's **ReStoreD** Division, Mike's ability to coordinate resources at every level, whether its government, academic, public or private is a cornerstone to his success in this arena. For nearly three decades, Mike held executive leadership positions at three of Arizona's dominant commercial real estate firms, including roles as the Senior Executive Managing Director for Southern California for CBRE, Arizona Managing Director at CBRE, with results leading to increased revenue of over 400%. He is well-versed in creating operating and market segments models that bring success. He was also the Managing Director for Phoenix Colliers International and President of NAI Horizon. He has 35 years of experience in nearly every aspect of the business. He originally began his sales career as a leasing agent for Community Development in retail in 1977, and an industrial specialist with CBRE in 1978. Mike is a member of Urban Land Institute (ULI), and was the former NAIOP National Board of Directors, Arizona Mexico Commission, and Valley Leadership Class VIII, ARIZONA Town Hall Board of Directors.
- **Darren Pitts** is a widely recognized and respected expert in the retail real estate industry. With more than 17 years of experience as an award winning, elite performer and Senior Vice President at both CB Richard Ellis and Staubach Retail, he has streamlined his multi-market knowledge across the West, primarily focusing on big-box clients like Lowe's Home Improvement Warehouse, JCPenney, Lifetime Fitness, and others. Darren was instrumental in leading and executing a 60 store rollout of CVS as well as implementing an expansion program of more than 30 branches with JP Morgan Chase. He is particularly known for his ability to identify invisible real estate and accelerate a client's speed to market. Pitts has an unparalleled ability to create market plans, leverage relationships, and lead successful negotiations. Because of his experience with leading big-box retailers, Darren has developed an ability to get things done. He has an exemplary track record of performance and provides vision, strategy, and execution for his retail clients. Darren is a specialist in high-speed market strategy, giving clients rapid market penetration in multi-market rollouts.
- **Patrick Sauer** is Senior Vice President of Development and Director of Acquisitions for Development, a Velocity Retail Group company. The company focuses on build-to-suit, buy-to-suit, and retrofitting buildings for users across the United States. As a former executive of Cypress Equities, (a Staubach Retail company) Pat was primarily focused on large shopping center development in the West and had 18 years of experience in the retail brokerage and development arena. Pat has significant experience in sourcing and structuring large and small build to suit projects, multi-store rollouts, and Power Center developments with national retail

anchors. He had previously run development for US Restaurant Properties, Inc., a Dallas-based NYSE REIT (now GE Capital), where he was the Vice President and Director of Development managing \$80 million a year of build-to-suit projects primarily in the fast food and service station categories. He was also with Mobil Oil Corporation for almost a decade where he specialized in new store development projects across the United States.

FirstStrategic

- **Kurt Davis** is a founding partner in the firm FirstStrategic. Davis leads the firm's strategic public policy development for non-profit clients and rural Arizona issues. Prior to forming FirstStrategic, Davis served as the Vice President of Public Affairs & Marketing at Northern Arizona University. Davis currently serves as a Commissioner for the Arizona Department of Game and Fish, as a Board Member on the Great Hearts Academies, the Arizona Chamber of Commerce and ASU's Ramsey Executive Program for Public Policy.
- **Wes Gullett** is a founding partner in the firm FirstStrategic. He leads the firm's strategic planning projects and representing businesses engaged in public policy efforts. He has directed and worked on numerous public policy projects at FirstStrategic, including successful efforts passing Propositions 203 and 100. Gullett served as the past Chairman of the City of Phoenix Planning and Zoning Commission.
- **Steve Roman** is a founding partner in the firm FirstStrategic. Roman leads the firm's marketing and public relations lines of business and also focuses on public policy issues affecting the corporate community. Roman currently serves as a Commissioner for the Commerce and Economic Development Commission - State of Arizona and is the past Chairman of the Board for the Arizona Chamber of Commerce.
- In addition, the partners of FirstStrategic include: Marcus Dell'Artino, Barry Dill, and Bettina Nava.

3. Cost Considerations

A project of this magnitude completed in such a short period of time is difficult to breakdown by hours. It will require the time and effort of a multi-faceted team working simultaneously. The billing for members of the team varies dramatically and the flow chart for each person doing each job would be impossible to follow. In an effort to comply with the request for proposal, the team members will be billed at an average number of \$200 per hour. The number of hours necessary will be estimated per organization within the team and the total for each task will be listed along with timing milestones.

Economic Viability Assessment

- Day 1 to 30
 - PwC will provide an estimated 130 hours.
 - B-OCEAN will provide an estimated 80 hours.
 - FirstStrategic will provide an estimated 30 hours.
- Day 30 to 60
 - PwC will provide an estimated 70 hours.

- B-OCEAN will provide an estimated 50 hours.
- FirstStrategic will provide an estimated 15 hours.

The Economic Viability Assessment should be completed in 60 days.

Building Re-purposing Identification and Inventory

- Day 1 to 30
 - PwC will provide an estimated 30 hours.
 - B-OCEAN will provide an estimated 60 hours.
 - FirstStrategic will provide an estimated 45 hours.
 - Velocity Retail Group/TLSA will provide an estimated 100 hours.
 - AES will provide an estimated 25 hours.

- Day 30 to 60
 - PwC will provide an estimated 60 hours.
 - B-OCEAN will provide an estimated 100 hours.
 - FirstStrategic will provide an estimated 35 hours.
 - Velocity Retail Group/TLSA will provide an estimated 80 hours.
 - AES will provide an estimated 50 hours.

- Day 60 to Day 90
 - PwC will provide an estimated 10 hours.
 - B-OCEAN will provide an estimated 75 hours.
 - FirstStrategic will provide an estimated 35 hours.
 - Velocity Retail Group/TLSA will provide an estimated 50 hours.
 - AES will provide an estimated 50 hours.

The Building Re-purposing Identification and Inventory should be completed in 90 days.

Identify Compatible Public Financing Opportunities

- Day 1 to Day 30
 - FirstStrategic will provide an estimated 45 hours.
 - B-OCEAN will provide an estimated 30 hours.

- Day 30 to Day 60
 - FirstStrategic will provide an estimated 45 hours.
 - B-OCEAN will provide an estimated 30 hours.

The Public Financing portion of the plan should be completed in 60 days.

Re-use Strategy Development

- Day 60 to 90
 - PwC will provide an estimated 30 hours.
 - B-OCEAN will provide an estimated 50 hours.

- FirstStrategic will provide an estimated 50 hours.
- Velocity Retail Group/TLSA will provide an estimated 10 hours.

- Day 90 to 120
 - PwC will provide an estimated 20 hours.
 - B-OCEAN will provide an estimated 50 hours.
 - FirstStrategic will provide an estimated 50 hours.
 - Velocity Retail Group/TLSA will provide an estimated 10 hours.

The Building Re-use Implementation strategy will be completed and delivered in 120 days.

The overall project will provide an estimated 1600 hours billed at an average of \$200 per hour for a total cost of \$320,000.

4. Nature of Engagement

Our proposal entails a review of all buildings in Exhibit A in the request for proposal.

Conclusion

FirstStrategic has put together an outstanding team of professionals to develop a dynamic sustainable building re-use strategic implementation plan. The team consists of a potential end user involved in cutting edge manufacturing technology that has the potential to spark the creation of a bioscience manufacturing industry cluster that will put Peoria on the Health Science map. The team also has the ability to thoroughly analyze a long list of underutilized buildings and develop a strategy to repurpose facilities that will create economic vibrancy in place of underperforming burdens on the community.

Our team consists of a world class consulting company, a nationally known real estate company, a cutting edge manufacturing company and Arizona's leading public affairs and strategy team. The opportunity for the City of Peoria is astounding. We look forward to the interview process and hopefully developing this critical strategy that will provide the City with tools that will put them at the front of the economic development pack.

FIRST STRATEGIC



Communications & Public Affairs

GULLETT | DAVIS | ROMAN | DILL | NAVA | DELL'ARTINO

City of
Peoria

Solicitation
Number:

P12-0082

Building Re-Use Strategic Implementation Plan



Building Re-Use Strategic Implementation Plan

The FirstStrategic Team

- **FirstStrategic Communications & Public Affairs** has partnered with **PricewaterhouseCoopers, Blue Ocean Biomanufacturing** and **Velocity Retail Group** to develop unique strategic implementation plan for the sustainable re-uses of underutilized, existing buildings within the City of Peoria.
- This **implementation strategy will** assess existing buildings in the City, develop new approaches to re-purpose those buildings, ascertain the viability of utilizing those buildings for targeted uses by the City, and create an aggressive marketing plan to **immediately engage an end user for the buildings.**
- Working together our team can supply the City of Peoria with a strategic implementation plan **within 120 days** and deliver a blueprint of how to begin creating new jobs and tax revenues immediately.

FirstStrategic

- **FirstStrategic** is comprised of public affairs professionals whose **combined experience** in public and private sector government relations and public policy development totals **more than 100 years**.
- The team of professionals that make up **FirstStrategic** have continuously worked in government and the private sector managing complex strategic communications, economic development efforts, government relations, community outreach and public relations campaigns at every level.
- **FirstStrategic** has unique experience in strategic planning and working on public funding for public/private partnerships. Some of these partnerships include: Translational Genomics Research Institute (**TGen**), Northern Arizona University (**NAU**), and Phoenix Children's Hospital (**PCH**).

PricewaterhouseCoopers (PwC)

- **PwC is the world's largest professional service organization** assisting clients in building value, managing risk, and improving their performance.
- **PwC's industry qualifications are immense** in the fields of new venture planning and implementation, strategic and operational planning, clinical and operations strategy, and financial modeling.
- **Health Industry Practice** has more than 500 dedicated professionals, drawing upon international expertise with strong representation of clinical and business leaders.
- **Health Sciences Practice** serves the academic, research, and clinical elements of healthcare with specific focus and deep expertise in the field of research administration and biomedical research management.
- **PwC partners and health sciences leaders** maintain ongoing dialogues on research, healthcare, and related strategic initiatives with the leadership of the NIH, Mayo Clinic, and Georgetown University.
- **The practice has cultivated strong links to the Pharma, biotech, medical device, and healthcare consumer products industries.** These connections and the support they can provide will be critical to evaluating the economic marketplace for Peoria.

PricewaterhouseCoopers (PwC):

In-depth news article detailing PwC's work with Luxembourg, partnering them with TGen to bring an integrated Biobank Center to Luxembourg



PwC was engaged by the government of Luxembourg to assist them in diversifying their economy into the biosciences. Partner Gerry McDougall was interviewed by the news agency about PwC's leadership of this initiative - Highlights include:

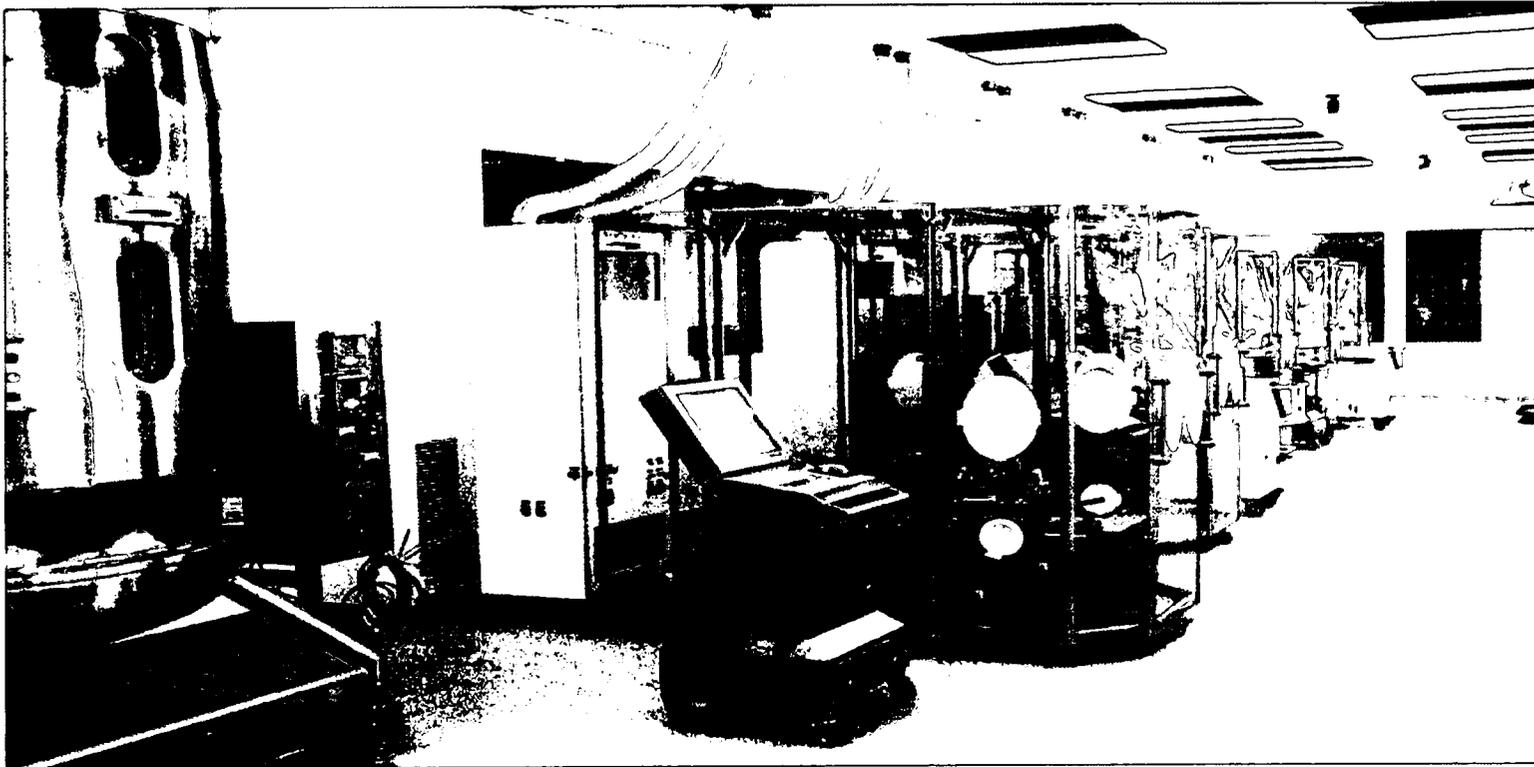
- PwC became involved through a series of discussions in creating strategic partnerships with TGen and other leading US Institutions in the biosciences. TGen has served as the spark that has catalyzed Arizona's life sciences effort over roughly the past decade and was used as the case study by the Government of Luxembourg in developing their conceptual model for a bio economy.
- Luxembourg will complement what has been done in Europe by focusing initially on molecular diagnostics, and becoming a center of excellence around molecular diagnostics, in order to enable the early detection of diseases. Their aim is to not compete in established areas already, but to create a niche where they can take advantage of their geographic location.
- PwC's goal with Luxembourg was to deliver knowledge transfer over the next three to five years, so that Luxembourg has the world-class sophistication to do the research — proteomics and systems biology. PwC helped facilitate the training of Luxembourg scientists in the US and then re-establish themselves back in Luxembourg once the infrastructure is in place.
- Luxembourg aimed to develop its center of excellence for bioscience by establishing a trans-Atlantic series of collaborations with three US-based institutions: The Partnership for Personalized Medicine, the Institute for Systems Biology, and TGen.
- PwC was the initial facilitator of these partnerships which drove over \$250 million into these US research organizations, and developed the plans for each of the new ventures.

Blue Ocean Biomanufacturing & AES Clean Technology

- **Blue Ocean Biomanufacturing** is exploring expanding operations in the Western U.S. to utilize quickly advancing technology. Utilizing breakthrough modular, single use, disposable technologies offers a paradigm shift in biotherapeutic manufacturing.
- **Blue Ocean** was developed to be the manufacturing partner on significant scientific breakthroughs. The partnership enables bioscience researchers the ability to release of valuable resources (staff and capital) to concentrate on their core activities. The manufacturing partnership reduces time-to-market, regulatory duplication, and overall product cost.
- **Blue Ocean works** with clients from first batch to product sunset as their dedicated manufacturing resource in which both parties mutually participate in product development, manufacturing, regulatory support, and/or other business functions. By understanding B-OCEAN's needs in repurposing properties, Peoria will gain valuable insight in order to assess and attract additional health and biomanufacturing end users.
- **AES Clean Technology, Inc. is the leader** in turnkey design, manufacturing, construction, and commissioning of cleanroom facilities for life sciences companies.
- **AES has been delivering successful projects for over 26 years** by leveraging in-house cleanroom engineering expertise with proven construction strategies that result in precise facilities, executed safely and on-time, that allow clients to focus on their core business of developing life-changing medicine.
- **AES specializes** in the use of modular cleanroom technology because it delivers more speed, cleanliness, quality, and repeatable performance to each project and add value to every dollar of a client's investment.

Blue Ocean Biomanufacturing: Creating The Manufacturing “Street”

- Compartmentalization allows the entire upstream/downstream operation to be co-located in a simplified single-suite facility with achieved routine HVAC and utilities requirements.



Velocity Retail Group & T.L. Steimel and Associates

- **Velocity Retail Group has experience** with the nation's leading retail concepts across all industries - fashion, home improvement, food and drug, automotive, banking, restaurants, and lifestyle. They have been engaged by a myriad of retailers and service providers to guide them through the issues and complexities in the areas of site selection, contract negotiation, research, store optimization, direction and strategy. **Velocity Retail Group leased more than one million square feet of big-box space** in an extremely difficult environment.
- **Velocity Retail** recognized that retailers were impacted by Internet and mobile technology and have decided to downsize their traditional store sizes. This downsizing has created a need to find alternative uses for many older big boxes. To meet this market demand, Velocity **created a new division REstoreD to bring alternative uses to the vacant retail big boxes. Velocity is "Rethinking the Box"**.
- **T.L. Steimel and Associates** was established to fulfill a market requirement of selected Corporations and Development Firms, which as a result of down-sizing and/or lack of in house design and construction expertise, needed assistance in making wise and cost effective procurement decisions for design and construction services to meet their requirements for new facilities, expansion to existing facilities, and the growing demand for office, warehouse and industrial space, health care facilities, hospitality and high end senior housing and life care facilities.

Overview

1. Building Assessment

Our strategic approach to the project is bifurcated. We are bringing an end user to the City of Peoria. Blue Ocean Biomanufacturing is looking for a location to develop a western U.S. presence. We will first determine which building or buildings is most suitable for the end user. We will then determine the viability of the other buildings.

2. Market Viability

Our team will provide a detailed analysis of the marketplace that will determine if the City of Peoria is a market that can sustain our end user. Additionally, we will determine what other industries are economically viable in the Peoria market that will enhance the City's adopted Economic Development Implementation Strategy (EDIS).

3. End Users

Our team includes an end user that is already interested in locating a state of the art biomanufacturing facility in Peoria. In addition to Blue Ocean Biomanufacturing, we will be developing an extensive list of potential end users based on the experience of PwC and Velocity Retail Group's experience in business expansion and repurposing underutilized facilities.

4. Work Process Flow Chart

Our team will work in four phases:

- Underutilized Building Re-Purposing Identification and Inventory
- Economic Viability Assessment
- Identifying Compatible Public Funding Opportunities
- Re-Use Implementation Strategy

1.) Building Assessment

- ❑ Our initial analysis will focus on which building will work best for Blue Ocean Biomanufacturing. AES Clean Technology will provide specific construction needs review for the B-OCEAN project. AES Clean Technology is the design and construction company providing expertise on the B-OCEAN re-use project in Massachusetts. They understand exactly what it will take to attract B-OCEAN manufacturing to Peoria and will add critical information to the process.
- ❑ Once the B-OCEAN team has targeted a facility, Velocity Retail Group and their REStoreD division, working with T.L. Steimel and Associates, Inc. (TLSA), will identify which of the remaining buildings on the City's targeted list are appropriate for targeted industry re-use. They will review each targeted building and provide a detailed analysis of the physical condition, the structural needs of the buildings to make them attractive to potential re-use end users, the costs associated with bringing them into code compliance, and the interest of the property owner to engage in the effort needed to meet that need. This will be categorized in a Targeted Industry Market and End User Assessment Form.
- ❑ PwC will compile an extensive list of potential end users from their interaction with targeted users worldwide. This list will include the needs of end users such as parking, clean room capacity, exterior hardscapes, transportation compatibility, retail market demand considerations, and other end user needs.
- ❑ Velocity Retail Group will then match their analysis with PwC's potential targeted industries needs to determine the potential uses for each building. B-OCEAN will review the analysis from an end user perspective to determine if there is real or potential interest for an end user that is in the market to expand operations.
- ❑ Based on the analysis, FirstStrategic will create a strategic implementation plan for the buildings that meet the identification and inventory criteria. This plan will include potential public funding opportunities to bridge any private sector funding gaps caused by re-use costs.

2.) Market Viability

- ❑ Our team lead by PwC will analyze market demand for attracting targeted users that will include a robust review of:
 - ❑ Labor force
 - ❑ Material supply chain
 - ❑ Transportation modes
 - ❑ Access to innovative technology
 - ❑ Availability of inexpensive electrical power
 - ❑ Productivity of local industry clusters
- ❑ We will also review additional needs of the targeted industries, such as:
 - ❑ Business climate
 - ❑ Tax environment
 - ❑ Cost of operation that is consistent with the available inventory of underutilized buildings available in Peoria
- ❑ We will consider the competitive advantages of underutilized buildings in Peoria, as well as the costs associated with bringing those buildings up to the standards necessary for a targeted industry to re-purpose the building in a way that creates jobs, expands the tax base of the City and enhances the success of the City's adopted Economic Development Implementation Strategy (EDIS).
- ❑ The analysis will also include the potential of public funding opportunities and how to effectively utilize those opportunities to make Peoria more attractive for end users.

3.) End Users:

Blue Ocean Biomanufacturing

- **Maximizing Potential Expansion of Blue Ocean Biomanufacturing**
 - Biomanufacturing provides a flexible, quick to market and adaptable re-use for underutilized buildings.
 - Adaption of “single use” platform allows new facility to be operational in 50% less time.
 - System validation and operator training can be performed before equipment is shipped to a new facility.
 - Deployment times of a new facility of 6 to 18 months are achievable.
 - **Capital costs can be cut by 65% over single use facilities.**
 - Operating costs are reduced and these include reduction of labor costs, validation, and turn around times. In addition, utilization rates are improved and simultaneous multi-drug production is possible.
 - New single use technologies and process automation have been given positive reviews by regulatory agencies because of:
 - Standardization
 - Reduced complexity
 - Reduced risk of cross contamination
 - Real time batch control and validation
 - Improved overall quality of product

End Users:

Targeted Industries

- Focus on EDIS targeted users
 - · Advanced business services, including data centers
 - Defense and aerospace
 - Bioscience
 - Global business
 - Healthcare
 - High-tech business operations
 - Solar energy
 - Sustainability
 - Utilization of data developed in Economic Viability Analysis to hone targets.
 - Work with PwC and Velocity Retail Group to develop a list of specific company targets for maximizing repurposed buildings.
 - Develop aggressive marketing strategy for attracting targeted companies.

4.) Work Process Flow Chart

□ Building Re-purposing Identification and Inventory

- The FirstStrategic team is uniquely qualified to provide the crucial identification and inventory of the buildings targeted by the City of Peoria.
- Immediate analysis to determine B-OCEAN team targeted facility (first 20 days or less).
 - B-OCEAN team assessment of needs of facility to create viable biomanufacturing facility (no more than 70 days).
- Velocity Group assessment of remaining buildings .
 - Analysis of building needs for repurposing (no more than 70 days).
- Building Identification and Inventory completed in 90 days.

□ Economic Viability Assessment

- PricewaterhouseCoopers will provide a detailed assessment of the viability of Peoria as an attractive market for targeted industries.
 - Assessment will begin upon execution of contract but will be bifurcated with focused analysis of B-OCEAN team and more general analysis on needs of targeted industries.
- Completed in 60 days.

Work Process Flow Chart (cont.)

- Identify Compatible Public Financing Opportunities
 - FirstStrategic will identify and develop a strategy to maximize public resources for the re-use of underutilized facilities.
 - Public financing options will be based on the analysis and assessments developed in the first two aspects of the project (work will begin on approximately day 30).
 - Completed in 60 days.
- Re-use Strategy Development
 - The FirstStrategic team will develop a dynamic, action-oriented implementation strategy for the re-use of underutilized buildings in the City of Peoria by utilizing the data derived from the economic viability analysis, the building identification and inventory and public funding opportunity aspects of the project.
 - The strategic plan development of the project will begin on day 80 and should take 30 days to complete.
 - All analysis, assessments and strategic planning will be completed and delivered in thorough report to City staff in 120 days.

Cost Breakdown

Building Re-purposing Identification and Inventory

- Day 1 to 30
 - PwC will provide an estimated 30 hrs
 - B-OCEAN will provide an estimated 60 hrs
 - FirstStrategic will provide an estimated 45 hrs
 - Velocity Retail Group/TLSA will provide an estimated 100 hrs
 - AES will provide an estimated 25 hrs

- Day 30 to 60
 - PwC will provide an estimated 60 hrs
 - B-OCEAN will provide an estimated 100 hrs
 - FirstStrategic will provide an estimated 35 hrs
 - Velocity Retail Group/TLSA will provide an estimated 80 hrs
 - AES will provide an estimated 50 hrs

- Day 60 to Day 90
 - PwC will provide an estimated 10 hrs
 - B-OCEAN will provide an estimated 75 hrs
 - FirstStrategic will provide an estimated 35 hrs
 - Velocity Retail Group/TLSA will provide an estimated 50 hrs
 - AES will provide an estimated 50 hrs

The Building Re-purposing Identification and Inventory should be completed in 90 days

Cost Breakdown

Economic Viability Assessment

- Day 1 to 30
 - PwC will provide an estimated 130 hrs
 - B-OCEAN will provide an estimated 80 hrs
 - FirstStrategic will provide an estimated 30 hrs

- Day 30 to 60
 - PwC will provide an estimated 70 hrs
 - B-OCEAN will provide an estimated 50 hrs
 - FirstStrategic will provide an estimated 15 hrs

The Economic Viability Assessment
should be completed in 60 days

Cost Breakdown

Identify Compatible Public Financing Opportunities

- Day 1 to Day 30 FirstStrategic will provide an estimated 45 hrs
 B-OCEAN will provide an estimated 30 hrs

- Day 30 to Day 60 FirstStrategic will provide an estimated 45 hrs
 B-OCEAN will provide an estimated 30 hrs

The Public Financing portion of the plan
should be completed in 60 days

Cost Breakdown

Re-use Strategy Development

- Day 60 to 90
 - PwC will provide an estimated 30 hrs
 - B-OCEAN will provide an estimated 50 hrs
 - FirstStrategic will provide an estimated 50 hrs
 - Velocity/TLSA will provide an estimated 10 hrs

- Day 90 to 120
 - PwC will provide an estimated 20 hrs
 - B-OCEAN will provide an estimated 50 hrs
 - FirstStrategic will provide an estimated 50 hrs
 - Velocity/TLSA will provide an estimated 10 hrs

The Building Re-use Implementation strategy will be completed and delivered in 120 days

The overall project will provide an estimated 1,600 hours billed at an average of \$200 per hour for a total cost of \$320,000

Building Re-Use Strategic Implementation Plan

Conclusion

- FirstStrategic has put together an outstanding team of professionals to develop a dynamic sustainable building re-use strategic implementation plan. The team consists of a potential end user involved in cutting edge manufacturing technology that has the potential to spark the creation of a bioscience manufacturing industry cluster that will put Peoria on the Health Science map. The team also has the ability to thoroughly analyze a long list of underutilized buildings and develop a strategy to repurpose facilities that will create economic vibrancy in place of underperforming burdens on the community.
- Our team consists of a world class consulting company, a nationally known real estate company, a cutting edge manufacturing company and Arizona's leading public affairs and strategy team. The opportunity for the City of Peoria is astounding. We look forward to your questions and hopefully developing this critical strategy that will provide the City with tools that will put them at the front of the economic development pack.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.
9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
11. **AWARD OF CONTRACT:**
 - a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party



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in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.



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29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTION:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0082**

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Consulting Services for Building Re-Use Implementation Strategy**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
9. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.
10. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

ADDRESS: 9875 N. 85th Avenue, 1st Floor
Peoria, Arizona 85345
Point of View Room

DATE: July 9, 2012

TIME: 3:00 PM, Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.



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11. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length of 20 pages. Please convey your understanding and experience as requested in the RFP. Do not include any marketing material.

Proposal Content - the following items shall be addressed in the technical proposal submission.

a. Project Understanding

Project understanding as described in the Scope of Work, Proposal Requirements

b. Firm/Team Experience

Firm/Team Experience as described in the Scope of Work, Proposal Requirements

c. Cost Considerations

Cost Proposal as described in the Scope of Work, Proposal Requirements

12. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview. Interviews will be held on July 31, 2012. Offerors must be available for interviews on this date.

13. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Firm/Team Experience (550points)
- b. Project Understanding (200 points)
- c. Cost Considerations (200 points)
- d. Conformance to Request for Proposals. (50 points)

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

14. **Interviews:** If interviews are required, the final selection scoring will start over and selection committee will rank order firms on their presentation and interview only.

15. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

16. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

17. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the



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City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.

18. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
19. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
21. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.

22. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.
23. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
24. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
25. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
26. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
27. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.



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All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

28. Required Insurance Coverage:

a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least



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as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. **Workers' Compensation**

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

d. **Professional Liability**

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

29. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

30. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

31. **Independent Contractor:**

a. **General**

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. **Liability**

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.



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c. **Other Benefits**

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

32. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

33. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

34. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.



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- e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date.
35. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.
36. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the service.
- Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
37. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
38. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- a. The Consultant provides material that does not meet the specifications of the contract;
 - b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
 - c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.



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39. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.gov/accommodations.php>

40. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites as per ARS 34-603.C.2(f).

a. The City of Peoria Protest Policy and Procedures are available online at

<http://www.peoriaaz.gov/content2.aspx?ID=2071>

The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.

b. The specific protest procedures are contained in the Materials Management “Administrative Guidelines” and can be accessed at <http://www.peoriaaz.gov/content2.aspx?ID=2141> under the “Learn more About” box on the right side of the web page.



SCOPE OF WORK

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1. Purpose of the Project

The Purpose of soliciting qualified firms for the Project is to assess strategies, approaches, and funding sources available towards re-purposing and re-using idled, vacant, and/or under-utilized buildings in the City. The focus of the end product should be a detailed assessment of existing buildings in the City that are appropriate for turn-key use by a targeted end user. This is an implementation strategy solicitation that seeks to understand how to re-purpose existing vacant or under-utilized buildings in the City for use by Targeted Industries sought by the City, as defined below. Targeted Industries sought by the City may, for purposes of this strategy, come from other states and regions so an understanding of location demand drivers is essential.

The strategy must establish the market demand for attracting a Targeted Industry to Peoria (labor force, supply chain, available modes of transportation, access to innovation, etc), as well as the end user needs (image and brand, operating costs, business climate, taxes, building configuration/size, cost of occupancy, etc) to be able to assess and evaluate existing buildings to determine competitive strengths and weaknesses in order to attract the Targeted Industry to the City and a building. Furthermore, this strategy needs to assess each competitive building relative to improvements needed to attract a Targeted Industry, as well as any on- or off- site improvements to satisfy the location attributes needed by the end user. Finally, the end product must identify likely federal and state funding sources that are applicable and currently available to support the strategy, calling out the specific use of the funds to support the effort, required City matching funds, and any other City capital investment needed.

The City currently has a number of buildings, including large format former and current retail buildings (see Exhibit A for a partial listing of large format buildings under consideration for this RFP) that are either vacant and boarded, and/or under-utilized, or constrained in use by market demographics, demand, value inversion, judgments, liens or other impairments to use. Some of the buildings are located in Investment Zones pursuant to the Council adopted Economic Development Implementation Strategy (DEIS) (visit www.Peoriaed.com to view the EDIS). The success of certain target areas in terms of redevelopment and revitalization depends, in part, on the successful re-use of these large format buildings into new uses that are one, or a combination of Targeted Industries, such as:

- Corporate HQ or Centers of Excellence,
- Advanced business services,
- Data centers,
- R&D facilities,
- Manufacturing,
- Bioscience,
- Alternative energy,
- Telecommunications,
- Health care, and
- Higher education



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The desired outcome of the building re-use is to meet at least one of several community objectives, such as:

- Creating jobs, especially in Targeted Industries pursuant to the EDIS and Economic Development Incentive and Investment Policy (EDIIP) (visit www.Peoriaed.com to view the EDIIP).
- Generating demand for retail sales and property tax generating activities
- Creating new business opportunities and investment in the City
- Creating Targeted Industry clusters in the City

2. Qualified Firms and Scope of Work

The City, through this solicitation, desires qualified firms or a team of qualified firms evidencing the ability to:

- Thoroughly assess the labor force, commute sheds, and demographics of the City and surrounding sub-markets, as well as the overall market demand to evaluate the strength of the Peoria market to support the re-use strategy and attract targeted Industries to the City.
- Identify the buildings in the City that are appropriate for inclusion in the re-use strategy, along with an explanation as to why any such building(s) have been excluded from consideration
- Inventory the targeted buildings as to the following:
 - Physical condition assessment of each building to support the re-use strategy based on end user needs
 - Listing of specific exterior and interior structure and system deficiencies, including municipal code violations, by building
 - Assessment of the building improvements needed by building with cost estimates to make the building functional for its stated re-use
 - Assessment of the property owner's willingness to sell or lease the property for the stated re-use purpose, and what is the opinion of value
 - A listing of the end users that would be interested in the stated re-use by building and common property issues they may have with parking, hardscape, ingress/egress, signage, etc.
 - The ability to bring actual Targeted Industry end users to the City that have expressed an interest in occupying a targeted building based on the due diligence items listed above
 - The ability to, based on the information contained above, create a comprehensive re-use strategy that includes any general plan or zoning changes needed to accommodate the building re-use, as well as notable circulation issues associated with such re-use
- Federal and State Funding Sources available to support the re-use strategy, calling out any City matching funds required, the amount of federal and/or state funding leveraged, by use of funds, from any City matching funds.

The items enumerated above are cumulatively referred to as the Scope of Work.



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Fax: (623) 773-7118

3. The Re-Use Strategy (Strategy)

The Strategy is intended to be an action oriented, implementation level document, not a planning or feasibility study. The implementation focus of the Strategy requires a due diligence level of evaluation so that end users, and their needs in a building re-use are thoroughly understood with costs estimates to bring each building into re-use condition that an end user would find acceptable. Also, a thorough understanding of the market-based opportunities and limitations existing in the City and surrounding sub-markets. A clearly delineated market acceptance portion of the strategy is important as this is intended to be an implementation strategy that can immediately transition into a marketing campaign for the targeted buildings and industries. The Strategy, therefore, needs to include a listing of targeted end user by industry type that is appropriate for each building in re-use inventory. The strategy should also address any city infrastructure improvements needed to overcome site/building real or perceived deficiencies from the end user perspective.

4. Final Product and Delivery

Consultant shall deliver five (5) hard copy documents and a disk containing the electronic files of the final product to the City as part of this engagement, and as part of receiving final payment under this contract. The final product is expected to be delivered to the City within 120 calendar days of formal contract execution. The final product will be considered City property. The proposer shall also conduct two (2) presentations to the City Council on the end product, as directed by staff.



SCOPE OF WORK

Solicitation Number: P12-0082

Materials Management

Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Proposal Requirements:

1. Understanding of Targeted End Users

The ultimate goal of the Strategy is to attract end users to the buildings and understand what they will need to occupy the space and what it will take to make the space market ready. To that end, the successful proposer needs to demonstrate networks and relationships that will be used to understand end user needs and desires in a market and property, as well as be able to attract targeted end users to the City and building(s) so that the implementation strategy can result in new investment and businesses in the City.

2. Firm/Team Experience

Provide specific examples and detailed information to demonstrate the following:

- Firm/Team Experience and Track Record in attracting end users to building re-use opportunities
- Firm/Team Experience and Track Record in evaluating market opportunities for building re-use opportunities
- Firm/Team Experience and Track Record in creating a market-based building re-use strategy
- Firm/Team Experience and Track Record in assessing buildings and properties for re-use opportunities

3. Cost Considerations

Provide Fee Schedule that is broken down by tasks, hours and milestones of buildings. Include Time Schedule that shows the completion of phases or milestones.

Include any associated travel or reimbursable costs, if applicable.

4. Nature of Engagement

Proposers may submit for one, several, or any combination of buildings under consideration for this RFP. As each building/property may present a unique re-use opportunity, the resulting strategy may be different for each building/property. Proposers, therefore, are encouraged to submit a specific and detailed strategy for the building(s) they choose to pursue as identified for each specific building/property. Each proposer shall submit a detailed engagement budget, including any travel costs, as part of the proposal.

The City may choose, based on the best outcome for the City, to award a single contract for all buildings or several contracts for several buildings. Additionally, the City will structure any resulting contract(s) in a manner affording the City the flexibility to call upon the successful proposer(s) for additional work concerning future building re-use in the City that may become idled, under-utilized, or vacant. Any awarded contract resulting from this solicitation will be used as an on-call, as needed term contract, depending on funding availability and City needs.



SCOPE OF WORK

Solicitation Number: **P12-0082**

Materials Management

Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

The proposal shall be due no later than **5:00 p.m. Arizona time on July 16, 2012**.

Proposals shall be submitted in a sealed envelope with the RFP number and the Offeror's name and address clearly indicated on the front of the envelope.

The designated contact person is Jennifer Miller, Contract Administrator, City of Peoria. All questions regarding the proposal should be sent in writing via email to jennifer.miller@peoriaaz.gov

Contact with city staff other than the designated contact person indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process

RFP Estimated Timeline

July 9, 2012

Pre-proposal meeting

July 16, 2012

Proposals due

July 31, 2012

Interviews

September 4, 2012

Anticipated Council award



QUESTIONNAIRE

**Materials Management
Procurement**

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P12-0082

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

None.



QUESTIONNAIRE

**Materials Management
Procurement**

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P12-0082

Please list a minimum of three (3) references from similar projects whom the Materials Management Division may contact:

1. Company: Massachusetts BioMedical Initiatives (MBI)
 Contact: Kevin O'Sullivan Phone: 508-797-4200
 Address: 60 Prescott St., Worcester, MA 01605
 Description of Work: Blue Ocean Manufacturing partnered with MBI on the biomanufacturing plant in Worcester.
 Annual Value: \$1.5 million

2. Company: Translational Genomics Research Institute (TGen)
 Contact: Michael Bassoff Phone: 602-343-8411
 Address: 445 N. Fifth St., Phoenix, AZ 85004
 Description of Work: FirstStrategic has worked for TGen since its inception in 2002.
 Annual Value: \$180,000

3. Company: USAA Real Estate Company
 Contact: Gary Newman Phone: 210-641-8490
 Address: 9030 Colonnade Blvd., Ste. 600, San Antonio, TX 78230
 Description of Work: T.L. Steimel + Associates did a build to suit for the Apollo Group at Fountainhead Corporate Park in Tempe.
 Annual Value: Development Budget: \$96.4 million
Project Management Fee: \$238,855



QUESTIONNAIRE

**Materials Management
Procurement**

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P12-0082**

City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at salestax@peoriaAZ.gov.

Exhibit A

Below is a partial list of the buildings we believe have potential for our Targeted Industry.

NOTE: The list below is not intended to be a complete listing of potential buildings, but a partial listing of buildings with re-use potential.

Building Reference	Building Address	Building size (sf)	Parcel size (Acres)
1) Former Wal-Mart	8200 W. Peoria Ave.	111,875 sf	11.97 acres
2) Former Zocolo Mall	8150 W. Peoria Ave.	62,831 sf	6.6 acres
3) Former Smitty's	8455 NW Grand Ave.	84,340 sf	7.5 acres
4) Goodwill	8515 W. Grand Ave.	84,147 sf	9.1 acres
5) Arrowhead /101 Building E - Building F -	8606 W. Ludlow Dr. 8679 W. Ludlow Dr.	63,533 sf 33,743 sf	5.1 acres 7.9 acres
6) Former Best Buy	10134 W. Happy Valley Rd.	30,221 sf	11.2 acres
7) Industrial Building	7733 W. Seldon Avenue	25,914 sf	1.72 acres
8) Industrial Building	8009 W. Olive Avenue	50,063 sf	4.14 acres

Additional buildings and sites: Visit www.Peoriaed.com and select the "For Site Selectors" tab



QUESTIONNAIRE

**Materials Management
Procurement**

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P12-0082**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4

Date Prepared: 03/25/13

Council Meeting Date: 04/09/13

TO: Council Members

FROM: Mayor Bob Barrett

SUBJECT: Presentation of 20-Year Captain Plaques to Diamond Club Volunteers

Purpose:

Present plaques to Ben Benson, Leonard Litzky, and Bill Sandvig in recognition of being a Diamond Club Captain for 20 seasons.

Background/Summary:

When the Diamond Club was formed 20 years ago, Ben Benson, Leonard Litzky, and Bill Sandvig began volunteering as captains for the group. This year they celebrated 20 years in this position.

Previous Actions:

Options:

Contact Name and Number: Bob Barrett, 623-773-7368

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5

Date Prepared: 03/25/13

Council Meeting Date: 04/09/13

TO: Council Members

FROM: Mayor Bob Barrett

SUBJECT: Proclamation Declaring April 19-25 as “Donate Life Registration Week”

Purpose:

Present a proclamation declaring April 19-25, 2013 as “Donate Life Registration Week”

Background/Summary:

To organ donor registration, the City of Peoria will designate April 19-25, 2013 as “Donate Life Registration Week” encouraging residents to register as organ donors, giving fellow citizens in need a second chance at life.

Previous Actions:

Options:

Contact Name and Number: Bob Barrett, 623-773-7368

Proclamation

Whereas, our community has a number of individuals – friends, neighbors, community volunteers, and so many others who are organ and tissue transplant recipients who would quite possibly not be alive today, had it not been for the compassionate generosity of well informed organ donors and their families; and

Whereas, these compassionate organ donors and their families understood the importance of human organ and tissue donation and further recognized the urgent need for organ donors in order to stem the rise of the 19 needless deaths that occur each day in the United States due to the lack of life saving organs; and

Whereas, the need for organ donor registrants has never been greater, evidenced by the fact that in 2008, the number of people on the National Organ Transplant List waiting for a life saving organ has exceeded the 100,000 mark for the first time in history; and

Whereas, over the years the problem has been exacerbated because of confusion as a result of the many changes in the methods of registering organ donors; consequently, many of our citizens believe that they are registered organ donors when in-fact they may no longer be a registered organ donor; additionally, we need to inform our winter visitors that even though that they are registered in their home state, if they winter in Arizona, they should also register in Arizona and it only takes less than 3 minutes to do; and

Whereas, the best way we can honor the memory of the courageous organ donors that have gone before us, is to follow their civic example and “DONATE LIFE” by properly registering as organ donors; thereby giving fellow citizens in need a... “Second Chance at Life”.

Now, Therefore, I, Bob Barrett, Mayor of the City of Peoria do hereby proclaim the week of April 19th. – 25th, 2009 as

“DONATE LIFE REGISTRATION WEEK”

In Witness Thereof, I have set my hand and caused the Seal of the City of Peoria, Arizona to be affixed this 30th day of March 2013.

Attest:

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: 6

Date Prepared: March 5, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Winners of the Neighborhood Livability Team's "What Community Means to Me" Drawing Contest

Summary:

Neighborhood Livability is a collaborative effort between the City of Peoria and its residents to ensure healthy neighborhoods through community partnerships, empowerment and accountability. The Neighborhood Livability Team is looking for an identity and asked kids grades K-6th to participate in a drawing contest to design the new Neighborhood Livability Logo for 2013. The winners of this contest are as follows:

1st Place: Abby De los Reyes
4th Grade, Lake Pleasant Elementary

2nd Place: Amanda Durazo
5th Grade, Paseo Verde Elementary

3rd Place: Jenna Baus
4th Grade, Paseo Verde Elementary

Exhibit(s):

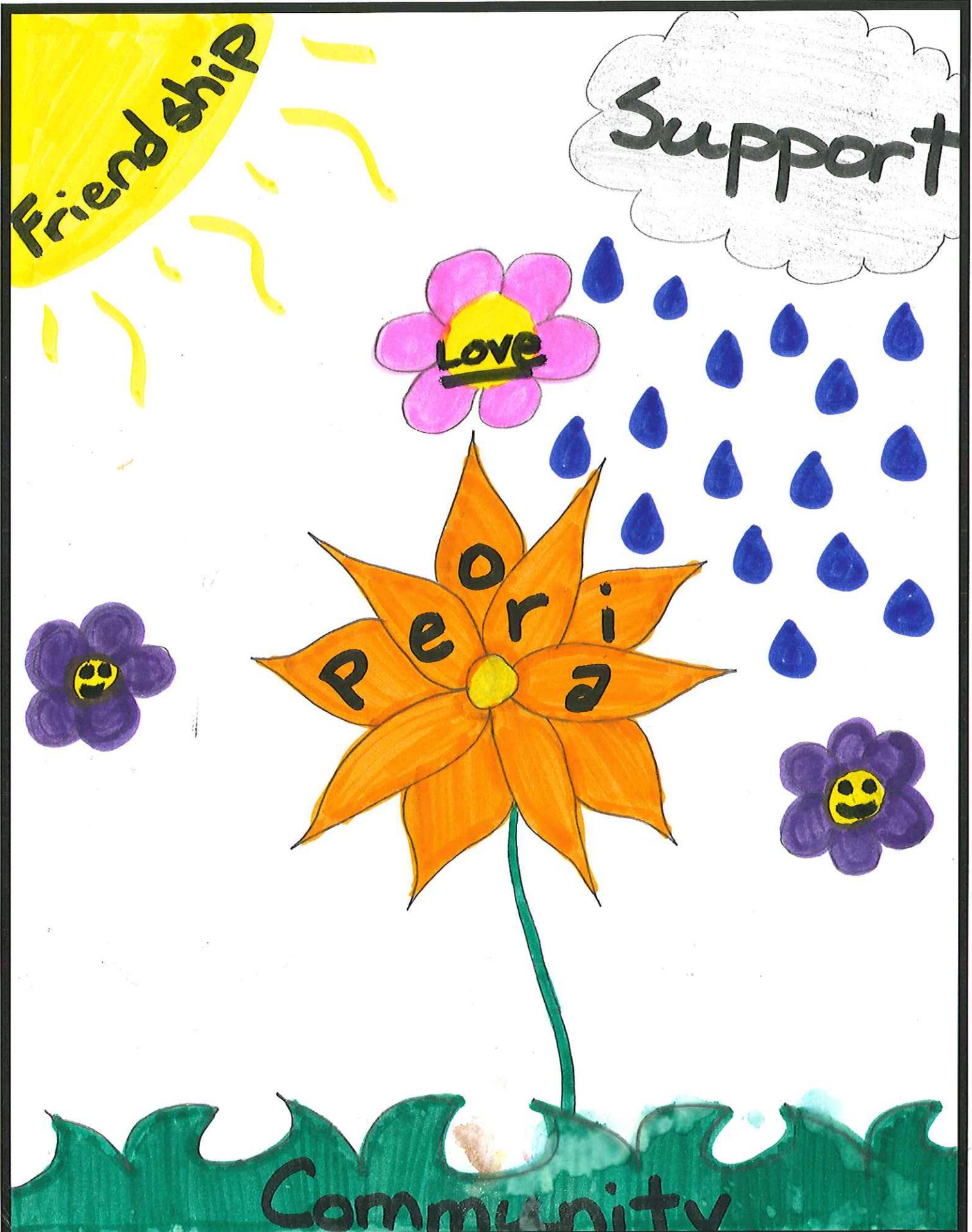
Exhibit 1: 1st Place Submission by Abby De los Reyes

Exhibit 2: 2nd Place Submission by Amanda Durazo

Exhibit 3: 3rd Place Submission by Jenna Baus

Contact Name and Number:

Claudia Lujan, Assistant to the City Manager, 623-773-7739



THINK!

What does your
community mean
to you, because it
means

EVERYTHING

To

me!

Think!!





The world!!!

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
February 19, 2013

A **Special Meeting and Study Session** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:00 p.m.

Members Present: Mayor Bob Barrett; Vice Mayor Tony Rivero; Councilmembers Ron Aames, Cathy Carlat, Jon Edwards, Carlo Leone and Bill Patena.

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, Interim City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works Director; Brent Mattingly, Finance Director; Bobby Ruiz, Fire Chief; Jeff Tyne, Management and Budget Director; and Claudia Luján, Assistant to the City Manager.

Audience: Approximately 15 members of the public were present.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

CONSENT AGENDA

Motion was made by Councilmember Carlat, seconded by Councilmember Aames, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

1C. **Authorization to Hold an Executive Session**

Pursuant to A.R.S. § 38-431.03.A.5: Authorized the holding of an Executive Session for the purpose of discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

2. Peoria Development and Infrastructure Planning Update

Chris Jacques, Planning and Community Development Director, provided an overview of the Development and Infrastructure Planning.

Mr. Jacques stated the presentation will include information regarding:

- Development trends and “hot spots”
- Core transportation and utility infrastructure
- Next steps

Mr. Jacques provided information pertaining to:

- New commercial permits issued
- Commercial tenant improvements permits issued
- Single-family residential permits issued
- Permits activity during the past 36 months
- Major entitlement activity
- Development cases submitted
- Preliminary plats
- Rezone activity
- Economic development focus areas

Bill Mattingly, Public Works Director, provided information regarding:

- Core transportation and utility infrastructure
- Key transportation projects in the last five years
- Near term projects (within the next five years)
- Future transportation corridors
- Wastewater
- Water treatment plants

Discussion ensued regarding partnerships with the Cities of Phoenix and Glendale.

Mr. Mattingly provided additional information regarding:

- Future water treatment alternatives
- Peoria's position for new growth

Discussion ensued regarding:

- Costs for future water treatment options
- Growth west of the Agua Fria
- Interim plan for water infrastructure
- Long-term water infrastructure options
- Capital planning funding
- City of Phoenix water treatment capacity
- Urgency of need for infrastructure and long-term water supply
- Transportation circulation plans
- Water treatment alternatives with the City of Phoenix

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:43 p.m.

EXECUTIVE SESSION AGENDA

3. An Executive Session was convened immediately following the City Council Special Meeting and Study Session pursuant to A.R.S. §38-431.03 for discussion and consultation with legal counsel and designated representatives of the public body pertaining to labor negotiations. (Pursuant to A.R.S. § 38-431.03.A.5)

Clerk's Note: In accordance with A.R.S. § 38-431.03(B), minutes of executive sessions must be kept confidential except as outlined in statute.

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 7:00 p.m.

Following a moment of silent reflection, Councilmember Patena led the Pledge of Allegiance.

Members Present: Vice Mayor Tony Rivero; Councilmembers Ron Aames, Cathy Carlat, Jon Edwards, Carlo Leone and Bill Patena.

Members Absent: Mayor Bob Barrett

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, Interim City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Engineering Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Schell, Intergovernmental Affairs Director; John Sefton, Community Services Director; Jeff Tyne, Management and Budget Director; Claudia Luján, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 15 members of the public were present.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

Presentation:

4. Recognition of Outgoing Deputy City Manager, Susan Thorpe

Carl Swenson, City Manager, presented a plaque to Susan Thorpe in recognition of her service to the City of Peoria as Deputy City Manager during the past seven years.

5. Youth Advisory Board Delegates - Overview of Congress of Cities

Youth Advisory Board delegates gave a presentation on the highlights of their participation at the 2012 Congress of Cities conference. The delegates, Elizabeth Gonzalez, Jacob Jelinek, Thomas Prior and Sean Proia, offered suggestions on engaging youth in the community.

CONSENT AGENDA: All items listed with a "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Vice Mayor Rivero asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Councilmember Aames, seconded by Councilmember Patena, to approve the Consent Agenda. Upon vote, the motion carried unanimously 6 to 0.

6C. **Grant, Peoria Fire Department, Arizona Department of Homeland Security, Fiscal Year 2010 Reallocated Funds**

- (a) Accepted the \$10,434 grant award from the Arizona Department of Homeland Security for reallocated Fiscal Year 2010 funds for chemical, biological, radiological, nuclear, explosive (CBRNE) weapon detection, response and decontamination capabilities; and
- (b) Approved a budget adjustment in the amount of \$10,434 from the Proposed Grants Contingency Account to various accounts in the Homeland Security Fund to provide expenditure authority.

7C. **Intergovernmental Agreement Amendment, State of Arizona, Department of Transportation, Traffic Signal Heads, Various Locations**

RESOLUTION NO. 2013-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PEORIA FOR UPGRADING THE 8-INCH TRAFFIC SIGNAL HEADS WITH 12-INCH LED SIGNAL HEADS.

Adopted **RES. 2013-24** to approve Amendment One to the Intergovernmental Agreement between the Arizona Department of Transportation and the City of Peoria for upgrading the 8-inch traffic signal heads to 12-inch LED traffic signal heads at various locations.

8C. **Purchase, Replacement Vehicle, Police Department**

- (a) Approved the early replacement of vehicle #1419; and
- (b) Authorized a budget amendment in the amount of \$29,906 from the Fleet Reserve Fund Contingency Account to the Fleet Reserve Fund Automobiles Account in the amount of \$27,468 and to the Police Department Automobiles Account in the amount of \$2,438.

9C. **Easement, Salt River Project Irrigation, 75th Avenue and Thunderbird Road Intersection Widening Project**

RESOLUTION NO. 2013-23

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT TO SALT RIVER PROJECT FOR THE RELOCATION OF EXISTING IRRIGATION FACILITIES IN THE VICINITY OF 75TH AVENUE AND THUNDERBIRD ROAD.

Adopted **RES. 2013-23** authorizing the execution of an Irrigation Easement to Salt River Project for the relocation and maintenance of irrigation facilities associated with the construction of the 75th Avenue and Thunderbird Road Intersection Widening Project.

10C. **Deeds and Easements, Various Locations**

RESOLUTION NO. 2013-21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

Adopted **RES. 2013-21** accepting Deeds and Easements for various Real Property interests acquired by the City.

11C. **Designate Roadways, Establish Rights-of-Way, Various Locations**

RESOLUTION NO. 2013-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

Adopted **RES. 2013-22** designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

12C. **Land Donation, Downtown Peoria Residential Lots, 86th Avenue and Jefferson Street**

RESOLUTION NO. 2013-25

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE CONVEYANCE BY QUIT CLAIM DEED OF RESIDENTIAL LOTS LOCATED ON THE WEST SIDE OF 86TH AVENUE, JUST SOUTH OF JEFFERSON STREET, PEORIA, ARIZONA.

Adopted **RES. 2013-25** authorizing the donation of vacant residential land located at approximately 86th Avenue and Jefferson Street to Habitat for Humanity Central Arizona.

13C. **Budget Adjustment, Office of the City Attorney, Peoria Sports Park, Outside Counsel**

Approved a budget adjustment in the amount of \$30,000 from the Half Cent Sales Tax Contingency account to the City Attorney Civil Division Operating account for Legal Services to retain outside counsel for negotiations with the Peoria Sports Park mixed use redevelopment project.

14C. **Fiscal Year 2013 Second Quarter Budget Amendments**

Approved the Fiscal Year 2013 Second Quarter budget amendments.

15C. **Investment Report, Quarter Ended December 31, 2012**

Reviewed and accepted the Investment Report for the Quarter Ended December 31, 2012.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager

19. **Council Calendar**

20. **Reports with Presentation**

A. P83 Party

John Sefton, Community Services Director, presented on the "P83 Party" to be held on Saturday, February 23, 2013 from 3:00 to 9:00 p.m. Mr. Sefton reported that the event will include various amusement activities, food booths, a beer garden and musical acts.

The event will take place along 83rd Avenue, south of Bell Road, following the Seattle Mariners vs. San Diego Padres Spring Training game at the Peoria Sports Complex.

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone urged citizens to attend the Organic Market on Saturday from 9:00 a.m. to 2:00 p.m. at Park West.

Councilmember Carlat announced there will be a groundbreaking ceremony on Thursday, February 21, 2013 at 9:30 a.m. for the Vistancia Boulevard Bridge crossing the Central Arizona Project canal. Councilmember Carlat encouraged citizens to attend a neighborhood meeting regarding the Terramar Cove development project to be held on February 26, 2013 at 6:00 p.m. at Christ Church of the Valley. Councilmember Carlat reported that Opening Day ceremonies for the Sidewinder Little League will be held at Vistancia Elementary School on Saturday, March 2, 2013, beginning at 9:30 a.m.

Councilmember Edwards reported on the various City of Peoria activities he attended. Councilmember Edwards encouraged the public to attend the upcoming P83 event to be held on Saturday, February 23, 2013.

Councilmember Aames reported on the various City of Peoria activities he attended.

Councilmember Patena furnished information on programs and services provided by three not-for-profit entities he toured recently—Theater Works, Benevilla and the Challenger Space Center. Councilmember Patena recognized a team of students from Coyote Hills Elementary School for becoming a finalist in the 2013 Honeywell Fiesta Bowl Aerospace Challenge.

Reports from the Mayor:

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:34 p.m.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 19th day of February, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of April, 2013.

(Seal)

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: March 25, 2013

Council Meeting Date: April 9, 2013

TO: Honorable Mayor and Council
FROM: Stephen M. Kemp, City Attorney
SUBJECT: Ordinance Increasing Number of Members to the Volunteer Firefighter Pension Board

Purpose:

This is a request for City Council to adopt Ordinance No. 2013-04 amending Peoria City Code Section 2-152 to increase the number of members of the Volunteer Firefighter Pension Board from five to seven to satisfy a requirement of State law.

Background/Summary:

In 1991 the City Council created the Volunteer Firefighter Pension Board to assist the men and their families who served as volunteer firefighter prior to the City implementing a paid, full-time Fire Department. City Code Section 9-5 discusses the Volunteer Firemen's Relief and Pension Fund, which the City established pursuant to State law. For some time the Board has operated with five members, plus the Mayor.

Recently the City Clerk's Office identified that the current Board membership varies from State law (A.R.S. § 9-954), which prescribes a total seven members (the Mayor, Fire Chief, and five lay members of the public). This Ordinance will correct this inconsistency by increasing the Volunteer Firefighter Pension Board to seven members.

Previous Actions:

None.

Options:

A: Adopt Ordinance No. 2013-04 amending Peoria City Code Section 2-152 to increase the number of members of the Volunteer Firefighter Pension Board from five to seven.

B: Reject the Ordinance and the Volunteer Firefighter Pension Board will remain having five members plus the Mayor.

Staff's Recommendation:

Staff recommends that the Council choose Option A and adopt Ordinance No. 2013-04. This will ensure compliance with State law. If the Council chooses Option B, the City will not be in compliance with State law.

Fiscal Analysis:

If the City Code is amended to expand the Volunteer Firefighter Pension Board to seven members, the Fire Chief now is required to be a member of the Board. As the Volunteer Firefighter Pension Board currently is in existence, the addition of one member will have minimal financial impacts on the City.

Narrative:

Increasing the number of members of the Volunteer Firefighter Pension Board to seven will ensure State law compliance and allow the Board to continue to perform its important mission.

Exhibit:

Exhibit 1: Ordinance No. 2013-04

Contact:

Stephen M. Kemp, City Attorney at extension 7321.

ORDINANCE NO. 2013-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AMENDING CHAPTER 2 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 2-152 PERTAINING TO BOARDS AND COMMISSIONS; UNSCHEDULED BOARDS AND COMMISSIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona as follows:

SECTION 1. Section 2-152 of the Peoria City Code (1992) pertaining to Boards and Commissions; unscheduled boards and commissions shall be amended to read as follows:

Sec. 2-152. Boards and Commissions; unscheduled boards and commissions.

- (a) The following are unscheduled boards and commissions and shall include:
 - (1) Building Code Board of Appeals - 7 members
 - (2) Citizens commission on Elected Officials Salaries – 5 members
 - (3) Design Standards Advisory Board - 5 members
 - (4) Historic Preservation Commission - 7 members
 - (5) Industrial Development Authority - 7 members
 - (6) Municipal Development Authority - 5 members
 - (7) Personnel Board - 3 members, 1 alternate
 - (8) Peoria Municipal Sports Complex Authority - 7 members
 - (9) Public Defender Review Board - 5 members
 - (10) Public Safety Review Board-Police - 5 members
 - (11) Public Safety Review Board-Fire - 5 members
 - (12) Volunteer Firefighter Pension Board – ~~5~~ 7 members
 - (13) Sister Cities Board – 7 members
 - (14) Veteran’s Memorial board – 7 members
 - (15) Judicial Selection Advisory Board – 5 members
 - (16) Employee Benefits Trust Board – 5 members
 - (17) Design Review Appeals Board – 5 members

Ordinance No. 2013-04
Volunteer Firefighter Pension Board
April 9, 2013
Page 2 of 2

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 9th day of April, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times

Pub. Dates: April 12, 2013 and April 19, 2013

Effective Date:

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: March 21, 2012

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Katie Gregory, Deputy Director, Finance

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: **Adoption of Notice of Intention to Consider Adjusting Rates and Establish the Public Hearing Date.**

Purpose:

This is a request for the City Council to consider possible action to adopt a Notice of Intention to adjust the City's water, wastewater and reclaimed water rates and establish May 21, 2013 as the date for a public hearing on the proposed adjustments. The City must comply with Arizona statute, which establishes a notification process when a municipality is considering the adjustment of water and wastewater rates.

Background/Summary:

City staff is recommending that water, wastewater and reclaimed water rates for FY2014 be adjusted, effective July 1, 2013. Water and Wastewater rate adjustments must be formally adopted in a public hearing 30 days prior to their effective date. Staff is recommending that the Public Hearing be held at the May 21, 2013 Council Meeting. At least 30 days prior to the public hearing date, the City must adopt a Notice of Intention to adjust rates and notice the public on the date of the public hearing.

Adopting the Notice of Intention will satisfy the initial requirements of ARS §9-511.10 for notifying the public of the City's intention to consider water and wastewater rate adjustments at a future public hearing. Following the adoption of the Notice of Intention, the City is required to publish the Notice in local newspapers at least 20 days in advance of the public hearing. City staff plan to publish this notice on both April 19th and April 26th to comply with this requirement.

Previous Actions:

On January 15, 2013, at the Council Study Session, staff provided the Council with background information on the Water and Wastewater rate projections for FY2014 – FY2018, and shared preliminary rate recommendations.

On May 15, 2012, as part of the FY2013 Tentative Budget Adoption, Council approved a combined Water/Wastewater rate increase of 3.2% and a 13.1% decrease for Residential Solid Waste in FY2013, resulting in a \$0 net utility bill impact to the average residential customer. Council also adopted a \$0.10 increase in the Reclaimed Water Rate as the first of two steps in implementing staff's recommended \$0.20 increase in this rate.

Options:

A: The Council can approve the Notice of Intention item, which will continue the process of considering the adoption of water and wastewater rates. Council will discuss Water and Wastewater rates at the April 12th Budget Study Session. The public hearing planned for May 21, 2013 will continue, at which time the Council will formally vote to adopt (or not adopt) the recommended rates and make them effective July 1, 2013.

B: The Council may elect to not approve the Notice of Intention item, which will delay and/or stop the adoption of water and wastewater rates planned to be effective on July 1, 2013. A public hearing would need to be rescheduled to a later date, delaying the effective date.

Staff's Recommendation:

Staff recommends that the Council adopt the Notice of Intention at the April 9, 2013 Council Meeting and establish May 21, 2013 as the date for the public hearing to consider adoption of the recommended rates.

Fiscal Analysis:

There is no fiscal impact to the adoption of this item.

Narrative:

Staff have updated the Utility Rate forecasts prepared in FY2012 to incorporate new cost and consumption assumptions as well as updated infrastructure requirements. Staff anticipate receiving further guidance from the Council at the April 12, 2013 Budget Study Session. Following this direction, staff will bring rate adjustments for formal consideration and adoption at the May 21, 2013 Public Hearing. As part of the rate adoption process, the City must properly notice the public on the City's intent to consider rate adjustments and the date on which they will be considered. Adoption of this Notice of Intent will maintain the City's compliance with these requirements.

Contact Name and Number: Katie Gregory, Deputy Director, Finance
773-7364

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: March 12, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Joint Letter of Renewal to extend Data Access/Exchange Agreement with the Arizona Department of Transportation

Purpose:

This is a request for City Council to authorize the City Manager to execute a Joint Letter of Renewal, Amendment One to the Data Access/Exchange Agreement between the City of Peoria and the Arizona Department of Transportation (ADOT) Intermodal Transportation Division to extend the term of the agreement for connectivity to the Arizona Department of Transportation's Safety Data Mart.

Background/Summary:

This Agreement allows the City of Peoria to connect to the Safety Data Mart to query, analyze and retrieve crash data in order to create statistical data used in roadway engineering studies and traffic safety analysis. This information can be accessed by both the Police Department and Traffic Engineering Division and is a valuable tool for the City.

The original agreement conveys the purpose of the exchange, usage and non-disclosure of personal information, the classification and degree of sensitivity of the data, the application system, data-set name, frequency, media data elements, security schemes and final repository, as well as contact information. The original three-year agreement allowed for extension of the agreement upon both agencies signing a Joint Letter of Renewal.

If approved, the Joint Letter of Renewal will extend the expiration date of the agreement to April 20, 2015.

Previous Actions:

This is a renewal of the agreement approved at the Council Meeting on April 21, 2009.

Options:

A: Authorize the City Manager to execute the Joint Letter of Renewal with the Arizona Department of Transportation to extend the Data Access/Exchange Agreement between the ADOT Intermodal Transportation Division and the City of Peoria via Safety Data Mart.

B: Choose not to execute this Joint Letter of Renewal with the Arizona Department of Transportation.

Staff's Recommendation:

Discussion and possible action to authorize the City Manager to execute the Joint Letter of Renewal to extend the Data Access/Exchange Agreement between the City of Peoria and the Arizona Department of Transportation.

Fiscal Analysis:

This Agreement creates no fiscal impact on the City of Peoria.

Narrative:

Once approved by City Council, the agreement will be executed as needed.

Exhibit(s):

Exhibit 1: Joint Letter of Renewal

Contact Name and Number: Heather Cammarata, 623-773-7069



Arizona Department of Transportation
Intermodal Transportation Division
205 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

Jennifer Toth
State Engineer

John S. Halikowski
Director

DATA ACCESS / EXCHANGE AGREEMENT
JOINT LETTER OF RENEWAL
AMENDMENT ONE

ADOT File No.: JPA/IGA 09-230

Date:

Name of Department: City of Peoria

Doing Business As: No DBA

Business Address: 8401 W Monroe Street Peoria, AZ 85345

Mailing Address: Same as Above

Telephone Number: 623-773-7000

Duration:

The Parties agree to enter into this Joint Letter of Renewal/Amendment One to extend the term of the Agreement, ADOT File No. JPA/IGA **JPA 09-230** for an additional three years.

1. The Parties agree to extend the expiration date of the agreement from **04/21/2012 to 04/20/2015**.
2. ALL NOTICES AND DEMANDS upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

To ADOT at:

Intermodal Transportation Division
Traffic Records Section
ATTN : Mr. Rick Turner
206 S 17th Ave, Mail Drop 064R,
Phoenix, AZ 85007-3233

To AGENCY at:

Peoria Police Department
8351 W Cinnabar Avenue
Peoria, AZ 85345
Contact: Detective Bradley Shaw
Phone: 623-773-7074
Fax: 623-773-7008

3. EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the original Agreement remain in full force and effect.
-

The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Peoria Police Department

Signature

Carl Swenson

Name Printed

City Manager

Title

Date

For ADOT USE ONLY

Received this date _____ Signed _____

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by **Peoria Police Department** pursuant to this Agreement (Joint Letter of Renewal/Amendment One) is hereby approved.

DATED THIS _____ DAY OF _____, 20_____.

Intermodal Transportation Division / Traffic Engineering

Dallas Hammit, P.E
Senior Deputy State Engineer, Intermodal Transportation Division
Arizona Department of Transportation

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: March 7, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Andrew Granger, P. E., Engineering Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Intergovernmental Agreement, Maricopa County, Olive Avenue Underpass at New River Trail

Purpose:

This is a request for City Council to approve an Intergovernmental Agreement (IGA) with Maricopa County to identify and define the maintenance, ownership, and liability responsibilities for the Olive Avenue Underpass at New River Trail.

Background/Summary:

In the summer of 2012, through an Intergovernmental Agreement with Arizona Department of Transportation (ADOT), the Olive Avenue Underpass at New River was constructed. The underpass allows the City's New River Trail system to extend farther south to its southern border at Northern Avenue. The City constructed underpasses along the New River Trail system at Peoria Avenue and Grand Avenue to allow for continuous pedestrian and bicycle traffic along the trail.

The underpass at Olive Avenue was federally funded and in development for a number of years due to the federal review process. ADOT was the lead agency involved in ensuring the design and environmental clearance followed proper procedures, as determined for federally funded projects.

The purpose of this IGA is to assign maintenance, ownership, and liability responsibilities of a box culvert underpass just west of the Olive Avenue Bridge at New River. Currently, the underpass alignment is within the County's jurisdiction.

The Engineering, Public Works-Utilities, Community Services Departments and the City Attorney's Office, along with the County, reviewed the agreement and found it to be acceptable. A summary of each agency's responsibilities is provided below:

County

- The County shall issue no-cost permits to the City for maintenance of the Project area upon the receipt of appropriate permit request documentation.

City

- The City shall pay for 100% of the operation, maintenance, and related costs of the Project.
- The City shall perform regular, periodic maintenance of the structure and right-of-way and ensure that both are kept in safe condition for the public and users of the Project area.
- The City shall respond to any notification by the County, the public, or any other person that the condition of the structure and/or right-of-way is in disrepair or poses a danger to the public. The City shall acknowledge such notification expeditiously, remedy the condition as quickly as practicable, and notify the County when the condition has been remedied.

Previous Actions:

- 2010 – Executed IGA between City and State for construction of the underpass
- 2011 – Completed construction of underpass

Options:

A: Approve the IGA with Maricopa County for the City to maintain the underpass.

B: Deny the approval of the IGA with Maricopa County and require further discussion with the County regarding maintenance of the underpass.

Staff's Recommendation:

Staff recommends approval of the IGA between Maricopa County and the City of Peoria to allow the City to maintain the underpass and obtain no cost permits.

Fiscal Analysis:

Costs associated with the maintenance of the underpass are currently incorporated into the Community Services Department's operating budget. No additional costs are associated with this IGA.

Narrative:

Approval of this IGA defines the City's maintenance responsibilities for the Olive Avenue Underpass at New River Trail, and the no cost permits will result in a cost savings to the City.

Exhibits:

Exhibit 1: Location Map

Exhibit 2: Vicinity Map

Exhibit 3: IGA

Contact Name and Number: Karl Zook, Civil Engineer, 623-773-7260



NOT TO SCALE



LEGEND

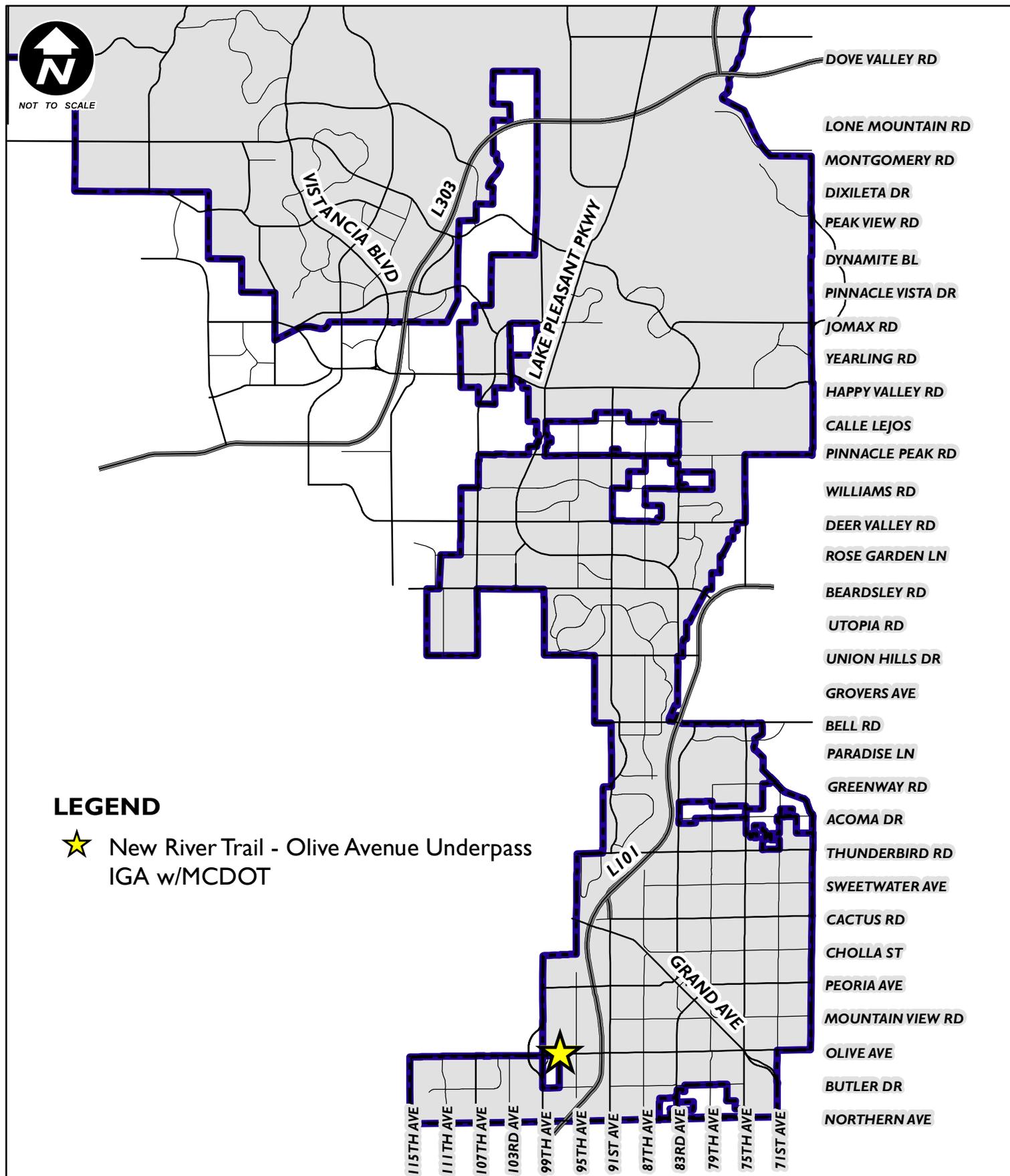
-  New River Trail
-  Maricopa County



NOTE:
This Map is based on imprecise source data, subject to change and FOR GENERAL REFERENCE ONLY.



NOT TO SCALE



- DOVE VALLEY RD
- LONE MOUNTAIN RD
- MONTGOMERY RD
- DIXILETA DR
- PEAK VIEW RD
- DYNAMITE BL
- PINNACLE VISTA DR
- JOMAX RD
- YEARLING RD
- HAPPY VALLEY RD
- CALLE LEJOS
- PINNACLE PEAK RD
- WILLIAMS RD
- DEER VALLEY RD
- ROSE GARDEN LN
- BEARDSLEY RD
- UTOPIA RD
- UNION HILLS DR
- GROVERS AVE
- BELL RD
- PARADISE LN
- GREENWAY RD
- ACOMA DR
- THUNDERBIRD RD
- SWEETWATER AVE
- CACTUS RD
- CHOLLA ST
- PEORIA AVE
- MOUNTAIN VIEW RD
- OLIVE AVE
- BUTLER DR
- NORTHERN AVE

LEGEND

- ★ New River Trail - Olive Avenue Underpass
IGA w/MCDOT

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF PEORIA
FOR IMPROVEMENTS TO THE OLIVE AVENUE UNDERPASS
AT NEW RIVER

(C-64-13-_____ -M-00)

This Intergovernmental Agreement ("**Agreement**") is between the County of Maricopa, a political subdivision of the State of Arizona ("**County**"), and the City of Peoria a municipal corporation ("**City**"). The County and City are collectively referred to as the **Parties** or individually as **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. Arizona Revised Statutes (A.R.S.) § 11-251 and §§ 28-6701 *et seq.* authorize the County to layout, maintain, control, and manage public roads within the County.
2. A.R.S. §§ 11-951 *et. seq.* authorize public agencies to enter into intergovernmental agreements for the provision of services or for joint or cooperative action.
3. A.R.S. §§ 9-240 authorizes the City to exercise control over, layout, establish, regulate, and improve streets within the City, and to enter into this Agreement.

BACKGROUND

4. The installation of the Olive Avenue Underpass allows the City's New River Trail system to extend farther south to its southern border at Northern Avenue. The City has installed several underpasses for its New River Trail system in recent months at Peoria Avenue and Grand Avenue to allow for continuous pedestrian and bicycle traffic along the trail. This most recent underpass at Olive Avenue has been in development for a number of years due to the federal review process. Construction of the underpass is now complete. The Arizona Department of Transportation (ADOT) has been the agency involved in ensuring the design and environmental clearance has followed proper procedures as determined for federally-funded projects.

PURPOSE OF THE AGREEMENT

5. The project's sole purpose is to assign maintenance, ownership, and liability responsibilities of a box culvert underpass just west of the Olive Avenue Bridge at New River (**Project**). Currently, the underpass alignment is within the County's jurisdiction.

TERMS OF THE AGREEMENT

6. Responsibilities of the County:

- 6.1 The County shall issue no-cost permits to the City for maintenance of the Project area upon the receipt of appropriate permit request documentation.

7. Responsibilities of the City:

- 7.1 The City shall pay for 100% of the operation, maintenance, and related costs of the Project.
- 7.2 The City shall perform regular, periodic maintenance of the structure and right-of-way and ensure that both are kept in safe condition for the public and users of the Project area.
- 7.3 The City shall respond to any notification by the County or any other person that the condition of the structure and/or right-of-way is in disrepair or poses a danger to the public. The City shall acknowledge such notification expeditiously, remedy the condition as quickly as practicable, and notify the County when the condition has been remedied.

GENERAL TERMS AND CONDITIONS

8. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will defend, indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
9. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and may be recorded with the Maricopa County Recorder, and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
10. This Agreement shall be subject to the provisions of A.R.S. §38-511.
11. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - i. Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - ii. That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - iii. The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records

of said employee available during normal working hours in order to facilitate such an inspection.

iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

12. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.

13. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

14. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

15. All notices herein required to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Liaison
2901 W. Durango Street
Phoenix, AZ 85009

City of Peoria
Attn: City Engineer
9875 N. 85th Avenue
Peoria, AZ 85345

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Section. The addresses specified in this Section shall be that Party's address for delivery and mailing of notices. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier.

16. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
18. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
19. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Peoria City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
20. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
21. This Agreement and all Exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the Parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth herein, and those agreements which are executed contemporaneously herewith. This Agreement shall be construed as a whole and in accordance with its fair

meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

22. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
23. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
24. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
25. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided herein, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.
26. Time is of the essence hereof. Unless otherwise specified herein, the term "day" as used in this Agreement shall mean calendar day. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
27. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
28. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
29. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and

obligations to be performed by such party pursuant to this Agreement.

30. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

31. This Agreement shall be governed by the laws of the State of Arizona.

32. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

CITY OF PEORIA

Recommended By:

Recommended By:

John B. Hauskins, P.E. Date
Transportation Director

City Manager Date

Approved and Accepted By:

Approved and Accepted By:

Max Wilson, Chairman Date
Board of Supervisors

Mayor Date

Attest By:

Attest By:

Clerk of the Board Date

City Clerk Date

APPROVAL OF DEPUTY COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

Deputy County Attorney Date

City Attorney Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C

Date Prepared: March 11, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager
FROM: Scott Whyte, Economic Development Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Deeds and Easements, Various Locations

Purpose:

This is a request for City Council to adopt a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally accept them into the system.

Background/Summary:

The City of Peoria periodically acquires a number of property interests including deeds, roadway dedications and various types of easements. All documents are reviewed for accuracy and recorded. A Resolution to accept these documents has been prepared, which lists each document by recording number and provides information related to each so the property interest to be accepted can be identified.

Previous Actions:

This is an ongoing process which occurs when we have acquired a number of real property interests.

Options:

- A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.
- B: Deny adoption of the Resolution that formally accepts the Deeds and Easements into our system, resulting in the City not having an official record of what has been transferred to the City through recordation in the Maricopa County Recorder's office.

Staff's Recommendation:

Staff recommends the adoption of a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office to ensure completeness of the process.

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

This Resolution includes Real Property interests acquired since the adoption of the previous acceptance resolution. The acceptance of the Resolution by City Council would bring the deeds and easements into our system and is the final step in the process.

Exhibit(s):

Exhibit 1: Resolution

Contact Name and Number: Rebecca Zook, Site Development Manager, (623) 773-7589

RESOLUTION NO. 2013-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Peoria;

WHEREAS, it is to the advantage of the City of Peoria to accept said real property interests; and

WHEREAS, the City has determined that acquisition of these property interests is in the interest of the public health, safety and welfare.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona as follows:

SECTION 1. That the following real property interests are hereby accepted by the City of Peoria and referenced by the recording number issued by the Maricopa County Recorder's Office.

Sunset Ranch Parcel II E
KJ Way, LLC

NEC Lake Pleasant Parkway and
Williams Road

STORMWATER/SURFACE CROSS DRAINAGE EASEMENT

Maricopa County Recording No. 2013-0178793

(Project No. 120049 / Deed13-010)

Resolution No. 2013-32
Acceptance of Deeds and Easements
April 9, 2013
Page: 2

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 9th day of April 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14C

Date Prepared: March 5, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager
FROM: Andy Granger, P.E., Engineering Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Easements, Salt River Project Power Distribution, Pioneer Community Park

Purpose:

This is a request for City Council to authorize the execution of two Power Distribution Easements to Salt River Project (SRP) for the installation and maintenance of electrical facilities associated with the construction of Pioneer Community Park located at 83rd and Olive Avenues.

Background/Summary:

The City and SRP have worked together to design an electrical system that will provide power to Pioneer Community Park. The details of the design delayed the submittal of the easement for approval by the City Council in time to install electrical facilities necessary to keep the job on schedule.

Previous Actions:

SRP agreed to release the job for construction with the assurance that City staff would present this request to the City Council with a recommendation for approval of the easements associated with the electrical facilities.

Options:

- A:** City Council authorizes the execution and recordation of the Easements.
- B:** City Council chooses not to authorize the easements resulting in SRP being unable to provide power services to the park.

Staff's Recommendation:

Staff recommends the adoption of a Resolution authorizing the City Manager to execute the SRP easements.

Fiscal Analysis:

There is no fiscal impact to the City associated with granting these easements.

Narrative:

Recordation of these easements will provide a public record of the existence and location of SRP's electrical facilities.

Exhibit(s):

Exhibit 1: Vicinity Map

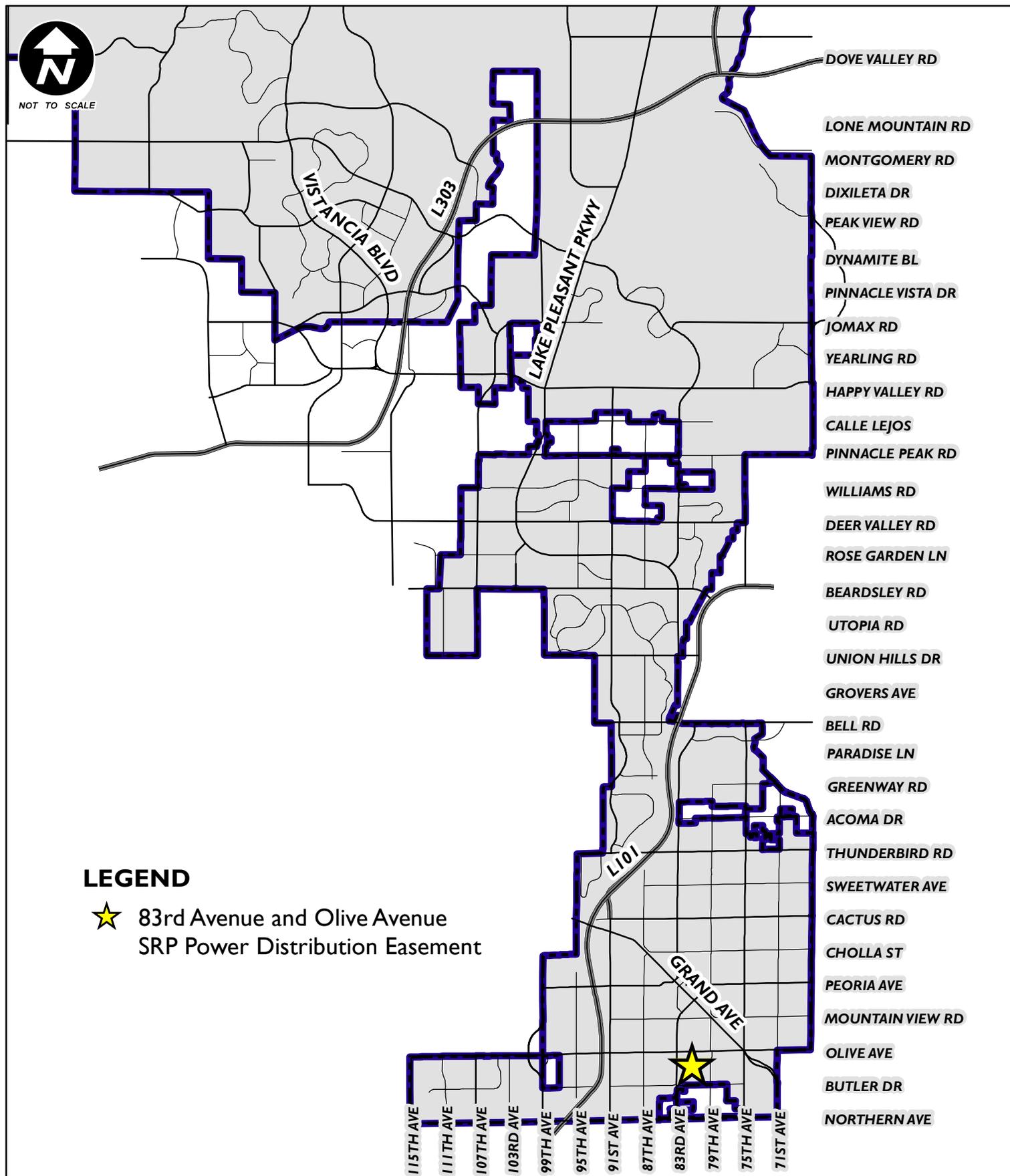
Exhibit 2: Location Map

Exhibit 3: Resolution

Contact Name and Number: Kris Luna, Sr Real Property Administrator, (623) 773-7199



NOT TO SCALE



LEGEND

- ★ 83rd Avenue and Olive Avenue
SRP Power Distribution Easement

- DOVE VALLEY RD
- LONE MOUNTAIN RD
- MONTGOMERY RD
- DIXILETA DR
- PEAK VIEW RD
- DYNAMITE BL
- PINNACLE VISTA DR
- JOMAX RD
- YEARLING RD
- HAPPY VALLEY RD
- CALLE LEJOS
- PINNACLE PEAK RD
- WILLIAMS RD
- DEER VALLEY RD
- ROSE GARDEN LN
- BEARDSLEY RD
- UTOPIA RD
- UNION HILLS DR
- GROVERS AVE
- BELL RD
- PARADISE LN
- GREENWAY RD
- ACOMA DR
- THUNDERBIRD RD
- SWEETWATER AVE
- CACTUS RD
- CHOLLA ST
- PEORIA AVE
- MOUNTAIN VIEW RD
- OLIVE AVE
- BUTLER DR
- NORTHERN AVE

- 115TH AVE
- 111TH AVE
- 107TH AVE
- 103RD AVE
- 99TH AVE
- 95TH AVE
- 91ST AVE
- 87TH AVE
- 83RD AVE
- 79TH AVE
- 75TH AVE
- 71ST AVE

VISTANCIA BLVD

L303

LAKE PLEASANT PKWY

L101

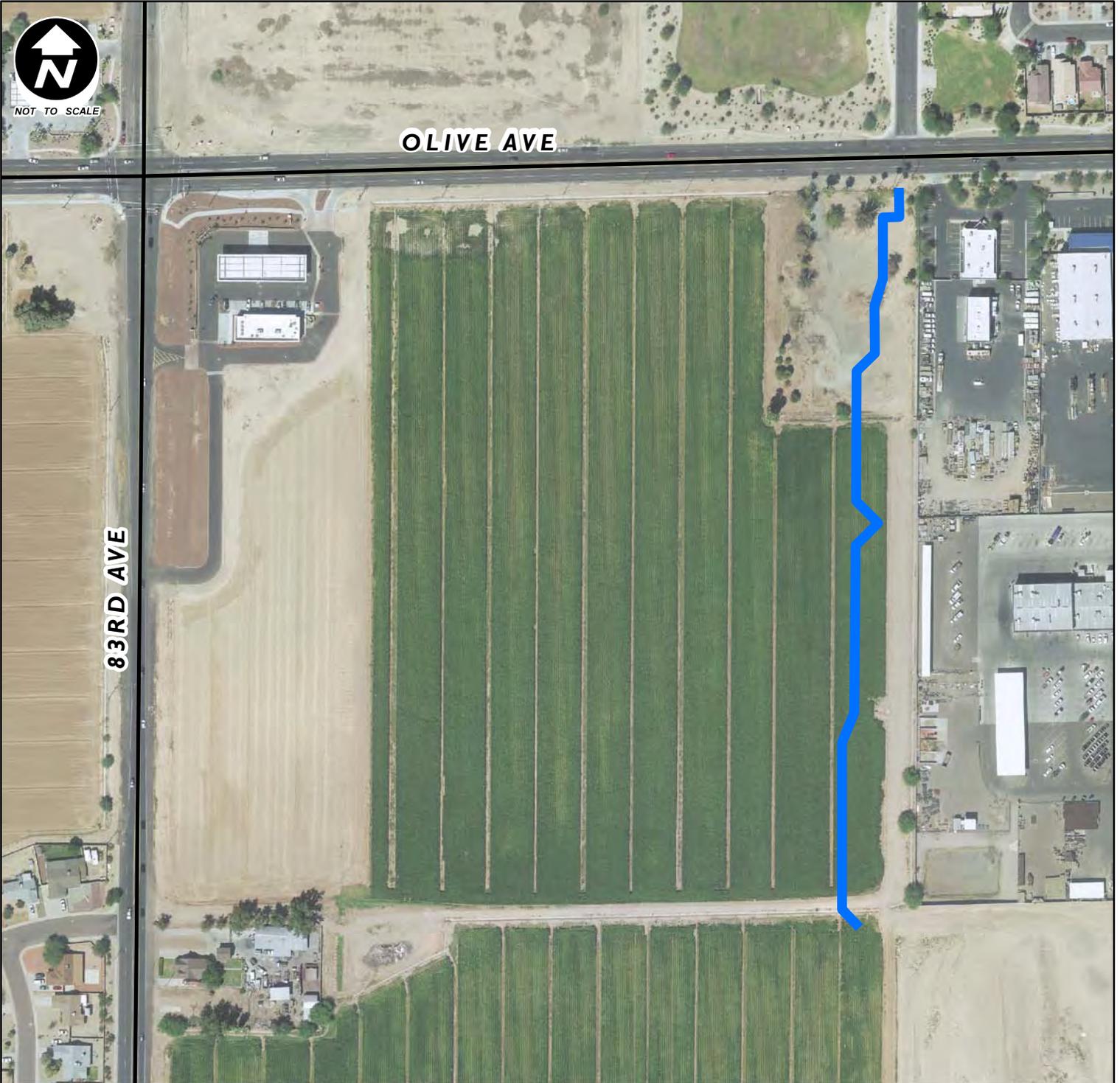
GRAND AVE



NOT TO SCALE

OLIVE AVE

83RD AVE



LEGEND

 SRP Power Distribution Easement



NOTE:
This Map is based on imprecise
source data, subject to change and
FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2013-33

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF TWO EASEMENTS TO SALT RIVER PROJECT FOR THE INSTALLATION AND MAINTENANCE OF ELECTRICAL FACILITIES ASSOCIATED WITH THE PIONEER COMMUNITY PARK IMPROVEMENTS.

WHEREAS, Salt River Project has been requested, by the City of Peoria, to design and install new electrical facilities associated with the Pioneer Community Park improvements, and they have agreed to do so with the understanding that the City will grant them easements for the location of the new electrical facilities.

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of these Easements and authorize the City Manager to execute the documents; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached Easements to Salt River Project, and authorize the City Manager to execute the Easements.

Resolution No. 2013-33
Pioneer Community Park – SRP Easements
April 9, 2013
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 9th day of April, 2013.

Bob Barrett, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Attachment:

1. SRP Easements

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
NW1/4 Sec. 35, T3N, R1E
Parcel: 142-21-001E

Agt. SCF *per/ro/13*
Job # KJ2-716/KJP-3023
AMP# 81565723/81385598


CITY OF PEORIA
an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest Quarter of the Northwest Quarter of Section 35, Township 3 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, as conveyed to City Of Peoria in Voluntary Termination of Robertson Life Estate Agreement Grant of Life Estate, Instrument No. 2007-0458036 and being more particularly described in EXHIBIT 2 of Special Warranty Deed, Instrument No. 2003-1754483, records of Maricopa County, Arizona.

Easement Parcels:

Said easement being that portion 8.00 feet in width, more particularly described on Legal Description and Survey Exhibit indicated as Exhibit A, attached hereto and by this reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **THE CITY OF PEORIA**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

THE CITY OF PEORIA
an Arizona municipal corporation,

By: Carl Swenson

Its: City Manager_____

APPROVED AS TO FORM:

ATTEST:

Stephen M. Kemp
City Attorney for the City of Peoria

City Clerk

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, _____, before me the undersigned, personally appeared _____, the _____ of THE CITY OF PEORIA, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

Notary Public

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"

LEGAL DESCRIPTION SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Underground Power Easement
SRP Job No.: KJ2-716 KJP-3023
SRP Job Name: Peoria Community PK
NO.2 Conversion

Date: January 22, 2013
Assessor Parcel: 142-21-001E
NW 1/4, Section 35, T 3 N., R 1 E.

An easement located within a parcel of land recorded in document 2007-0458036 Maricopa County Records, lying in the Northwest Quarter of Section 35, Township 3 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being 8.00 feet in width, 4.00 feet on each side of the following described centerline;

COMMENCING at the Northwest corner of said Section 35, being a found 3 inch brass cap in hand hole, from which the North Quarter corner of said Section 35, being a found Maricopa County Department of Transportation brass cap in hand hole, bears North 88 degrees 33 minutes 31 seconds East (basis of bearings), a distance of 2653.64 feet (measured);

thence along the north line of the northwest quarter of said section 35, North 88 degrees 33 minutes 31 seconds East, a distance of 1324.93 feet;

thence departing said north line South 01 degrees 26 minutes 29 seconds East, a distance of 55.00 feet to a point on the South line of the North 55.00 feet of said Northwest Quarter, said point also being the Northeast corner of the property described in document 2007-0458036 Maricopa County Records;

thence South 00 degrees 29 minutes 10 seconds West, a distance of 50.03 feet along the east line of said property to the **POINT OF BEGINNING**;

thence departing the east line of said property South 88 degrees 33 minutes 31 seconds West, a distance of 29.11 feet;

thence South 00 degrees 29 minutes 10 seconds West, a distance of 110.07 feet;

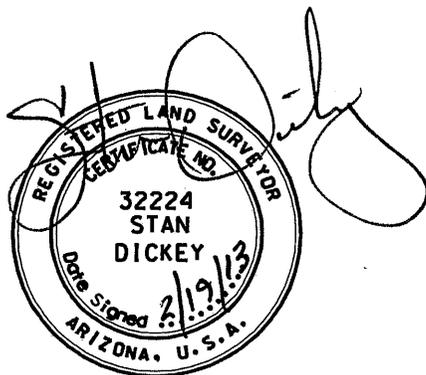
thence South 17 degrees 08 minutes 19 seconds West, a distance of 45.36 feet;

thence South 00 degrees 29 minutes 10 seconds West, a distance of 12.00 feet to a point of terminus on the south property line of said property.

1/22/13

Sidelines being lengthened or shortened to form vertices at all angle points, to begin on the east line of said property and to terminate on the south line of said property.

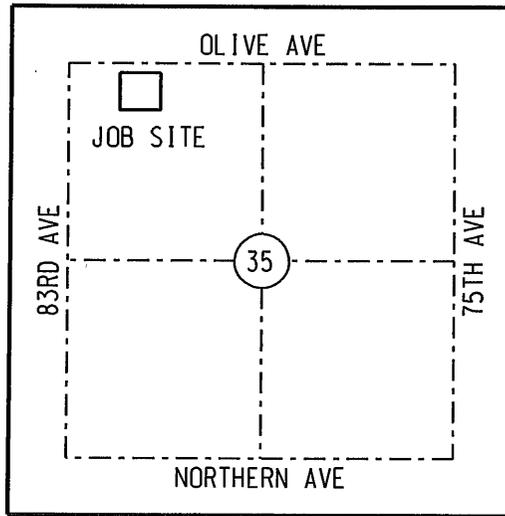
End of description.



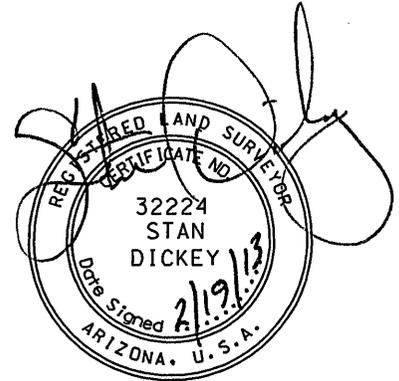
REGISTRATION
EXPIRES: 03-31-13

Dr 2/20/13

EXHIBIT "A"



VICINITY MAP (N.T.S.)
T3N R1E
G&SRM



REGISTRATION
EXPIRES: 03-31-13

ABBREVIATION TABLE

BCHH	BRASS CAP IN HAND HOLE
C	CALCULATED
FND	FOUND
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
M	MEASURED
R	RECORDED
LVI	LAST VISUAL INSPECTION
DOT	DEPARTMENT OF TRANSPORTATION
NTS	NOT TO SCALE
POB	POINT OF BEGINNING

LEGEND

-----	SECTION AND CENTERLINE
—————	PROPERTY LINE
-----	CENTERLINE OF 8' EASEMENT
◆	SECTION CORNER AS NOTED

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP JOB NUMBER: KJ2-716/KJP-3023	SCALE: N.T.S.
AMP W/O NUMBER: 81565723	SHEET: 3 OF 4
AGENT: S. FURROW	SHEET SIZE: 8.5"x11"
DRAWN: J. GREIFE	REVISION: 1 <i>per work</i>
CHECKED BY: K. GOREHAM	CREW CHIEF: J. SIMPSON
DATE: DEC. 26, 2012	FIELD DATE: 12/17/2012

PEORIA COMMUNITY PK
NO. 2 - CONVERSION
2007-0458036
NW 1/4, SECTION 35
T.3 N., R.1 E
4.3 EAST - 12.9 NORTH

EXHIBIT "A"

NORTHWEST CORNER
S35, T3N, R1E
FND BCHH
(LVI 5/29/2012)

(BASIS OF BEARINGS)
OLIVE AVE

NORTH 1/4 CORNER
S35, T3N, R1E
FND MARICOPA DOT
BCHH (LVI 6/25/2012)

N88°33'31"E 2653.64' (M)
1324.93' (C)

1328.71' (C)

83RD AVE

NORTH LINE OF THE
NORTHWEST QUARTER
OF SECTION 35

N88°33'31"E 198.11' (R)

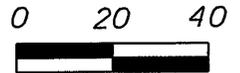
S01°26'29"E
55.00' (C)
(TIE)

APN 142-21-001E
DOC. 2007-0458036
M.C.R.

BASIS OF BEARINGS NAD 83 ARIZONA STATE
PLANE COORDINATE SYSTEM ZONE 202

N00°29'10"E 215.12' (R)

P.O.B.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°33'31"W	29.11' (C)
L2	S00°29'10"W	12.00' (C)

L1
S00°29'10"W 110.07' (C)
S17°08'19"W 45.36' (C)
L2
S00°29'10"W 215.12' (R)
165.09' (C)
42.11' (C)

156.00' (C)
S88°33'31"W 198.11' (R)

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP JOB NUMBER: KJ2-716/KJP-3023	SCALE: 1" = 40'
AMP W/O NUMBER: 81565723	SHEET: 4 OF 4
AGENT: S. FURROW	SHEET SIZE: 8.5" x 11"
DRAWN: J. GREIFE	REVISION: 1 <i>2/20/13</i>
CHECKED BY: <i>K. GOREHAM</i>	CREW CHIEF: J. SIMPSON
DATE: DEC. 26, 2012	FIELD DATE: 12/17/2012

 SURVEY DIVISION LAND DEPARTMENT	
PEORIA COMMUNITY PK NO. 2 - CONVERSION 2007-0458036 NW 1/4, SECTION 35 T.3 N., R.1 E 4.3 EAST - 12.9 NORTH	

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
NW1/4 Sec. 35, T3N, R1E
Parcel: 142-21-002J

Agt. SCF *Dr 2/2013*
Job # KJ2-716/KJP-3023
AMP# 81565723/81385598


CITY OF PEORIA
an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

That part of the Northwest Quarter of Section 35, Township 3 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described in EXHIBIT 1 of Special Warranty Deed, Instrument No. 2003-1754483, records of Maricopa County, Arizona.

Easement Parcel:

Said easement being that portion 8.00 feet in width, more particularly described on Legal Description and Survey Exhibit indicated as Exhibit A, attached hereto and by this reference made a part hereof. Said easement also to include equipment pads as described and depicted on said Exhibit A.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, **THE CITY OF PEORIA**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

THE CITY OF PEORIA
an Arizona municipal corporation,

By: Carl Swenson

Its: City Manager_____

APPROVED AS TO FORM:

ATTEST:

Stephen M. Kemp
City Attorney for the City of Peoria

City Clerk

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, _____, before me the undersigned, personally appeared _____, the _____ of THE CITY OF PEORIA, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

Notary Public

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"

LEGAL DESCRIPTION SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Underground Power Easement
SRP Job No.: KJ2-716 & KJP-3023
SRP Job Name: Peoria Community
PK NO.2

Date: January 22, 2013
Assessor Parcel: 142-21-002J
NW 1/4, Section 35, T 3 N., R 1 E

An easement located within a parcel of land recorded in document 2003-1754483 Maricopa County Records, lying in the Northwest Quarter of Section 35, Township 3 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being 8.00 feet in width, 4.00 feet on each side of the following described centerline;

COMMENCING at the Northwest corner of said Section 35, being a found 3 inch brass cap in hand hole, from which the North Quarter corner of said Section 35, being a found Maricopa County Department of Transportation brass cap in hand hole, bears North 88 degrees 33 minutes 31 seconds East (basis of bearings), a distance of 2653.64 feet (measured);

thence along the north line of the northwest quarter of said section 35, North 88 degrees 33 minutes 31 seconds East, a distance of 1324.93 feet;

thence departing said north line, South 01 degrees 26 minutes 29 seconds East, a distance of 55.00 feet to the South line of the North 55.00 feet of said Northwest Quarter, point also being the most northerly northwest corner of subject property, document 2003-1754483 Maricopa County Records;

thence North 88 degrees 33 minutes 31 seconds East, a distance of 26.92 feet along the north property line of said subject property to the **POINT OF BEGINNING**;

thence departing the said north property line South 00 degrees 29 minutes 10 seconds West, a distance of 50.03 feet to an equipment pad being 4.17 feet by 6.33 feet and being a part of this easement;

thence South 88 degrees 33 minutes 31 seconds West, a distance of 26.93 feet to a point on the west property line of said subject property and hereinafter known as **POINT "A"** and the point of terminus.

Together with an easement 8.00 feet in width, 4.00 feet on each side of the following described centerline;

COMMENCING at the aforementioned **POINT "A"**;

thence South 00 degrees 29 minutes 10 seconds West, a distance of 165.09 feet to a point being the southeast corner of parcel 2007-0458036 M.C.R.;

thence South 88 degrees 33 minutes 31 seconds West, along the north line of said subject property and the south line of parcel 2007-0458036 M.C.R., a distance of 42.11 feet to the **POINT OF BEGINNING**;

thence South 00 degrees 29 minutes 10 seconds West, a distance of 74.04 feet;

thence South 44 degrees 31 minutes 21 seconds West, a distance of 43.16 feet;

thence South 00 degrees 29 minutes 10 seconds West, a distance of 226.13 feet;

thence South 44 degrees 01 minutes 57 seconds East, a distance of 57.05 feet to an equipment pad being 2.50 feet by 6.00 feet and being a part of this easement;

thence South 45 degrees 56 minutes 33 seconds West, a distance of 56.12 feet;

thence South 00 degrees 29 minutes 10 seconds West, a distance of 294.17 feet;

thence South 22 degrees 48 minutes 46 seconds West, a distance of 52.64 feet;

thence South 00 degrees 29 minutes 03 seconds West, a distance of 295.16 feet;

thence South 45 degrees 02 minutes 56 second East, a distance of 46.42 feet to an equipment pad being 10.00 feet by 10.00 feet and being a part of the easement and the point of terminus.

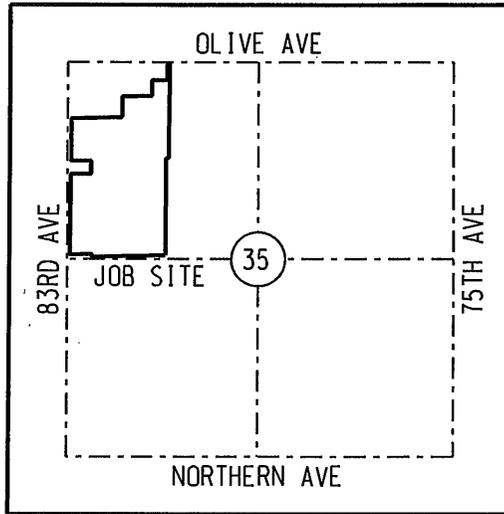
Sidelines being lengthened or shortened to form vertices at all angle points, to begin on the north line of 2003-1754483 and the south line of 2007-0458036, and to terminate on the west line of 2003-1754483 which passes through the herein above described point "A".

End of description



REGISTRATION
EXPIRES: 03-31-13

EXHIBIT "A"



VICINITY MAP (N.T.S.)
T3N R1E
G&SRM



REGISTRATION
EXPIRES: 03-31-13

ABBREVIATION TABLE

BCHH	BRASS CAP IN HAND HOLE
C	CALCULATED
FND	FOUND
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
M	MEASURED
R	RECORDED
LVI	LAST VISUAL INSPECTION
DOT	DEPARTMENT OF TRANSPORTATION
NTS	NOT TO SCALE
POB	POINT OF BEGINNING

LEGEND

-----	SECTION AND CENTERLINE
—————	PROPERTY LINE
-----	CENTERLINE OF 8' EASEMENT
◆	SECTION CORNER AS NOTED

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP JOB NUMBER: KJ2-716/KJP-3023	SCALE: N.T.S.
AMP W/O NUMBER: 81565723/81385598	SHEET: 3 OF 5
AGENT: S. FURROW	SHEET SIZE: 8.5" x 11"
DRAWN: J. GREIFE	REVISION: 2 <i>V 2/20/13</i>
CHECKED BY: <i>K. GOREHAM</i>	CREW CHIEF: D. LUTE
DATE: JAN. 3 2013	FIELD DATE: JAN. 2, 2013

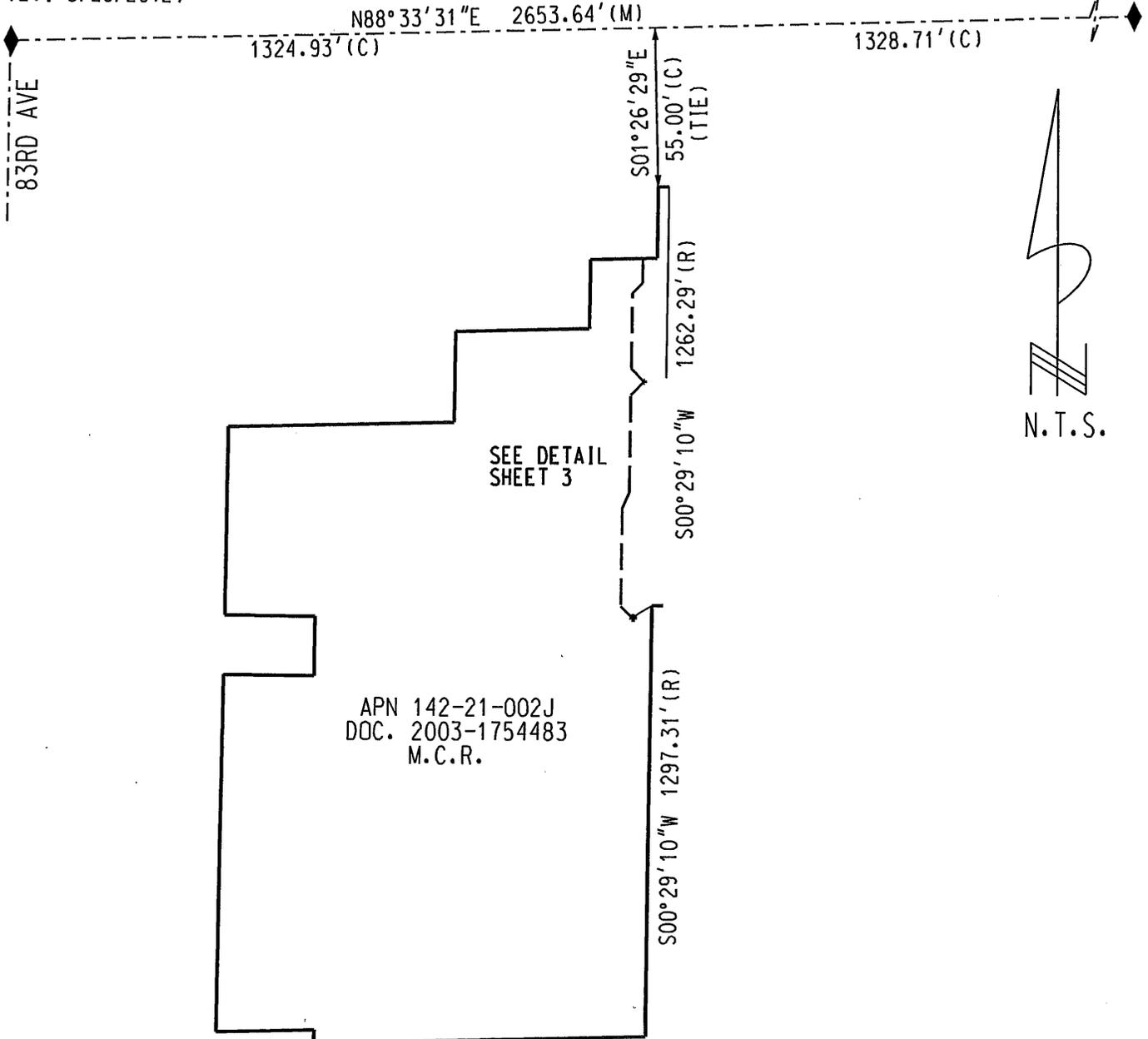
PEORIA COMMUNITY PK
NO. 2 - CONVERSION
2003-1754483
NW 1/4, SECTION 35
T.3 N., R.1 E
4.3 EAST - 12.9 NORTH

EXHIBIT "A"

NORTHWEST CORNER
S35, T3N, R1E
FND BCHH
(LVI 5/29/2012)

(BASIS OF BEARINGS)
OLIVE AVE

NORTH 1/4 CORNER
S35, T3N, R1E
FND MARICOPA DOT
BCHH (LVI 6/25/2012)



BASIS OF BEARINGS NAD 83 ARIZONA STATE
PLANE COORDINATE SYSTEM ZONE 202

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP JOB NUMBER: KJ2-716/KJP-3023	SCALE: N.T.S.	
AMP W/O NUMBER: 81565723/81385598	SHEET: 4 OF 5	PEORIA COMMUNITY PK NO. 2 - CONVERSION 2003-1754483 NW 1/4, SECTION 35 T.3 N., R.1 E 4.3 EAST - 12.9 NORTH
AGENT: S. FURROW	SHEET SIZE: 8.5"x11"	
DRAWN: J. GREIFE	REVISION: 2 <i>JG</i>	
CHECKED BY: K. GOREHAM	CREW CHIEF: D. LUTE	
DATE: JAN. 3, 2013	FIELD DATE: JAN. 2, 2013	

EXHIBIT "A"

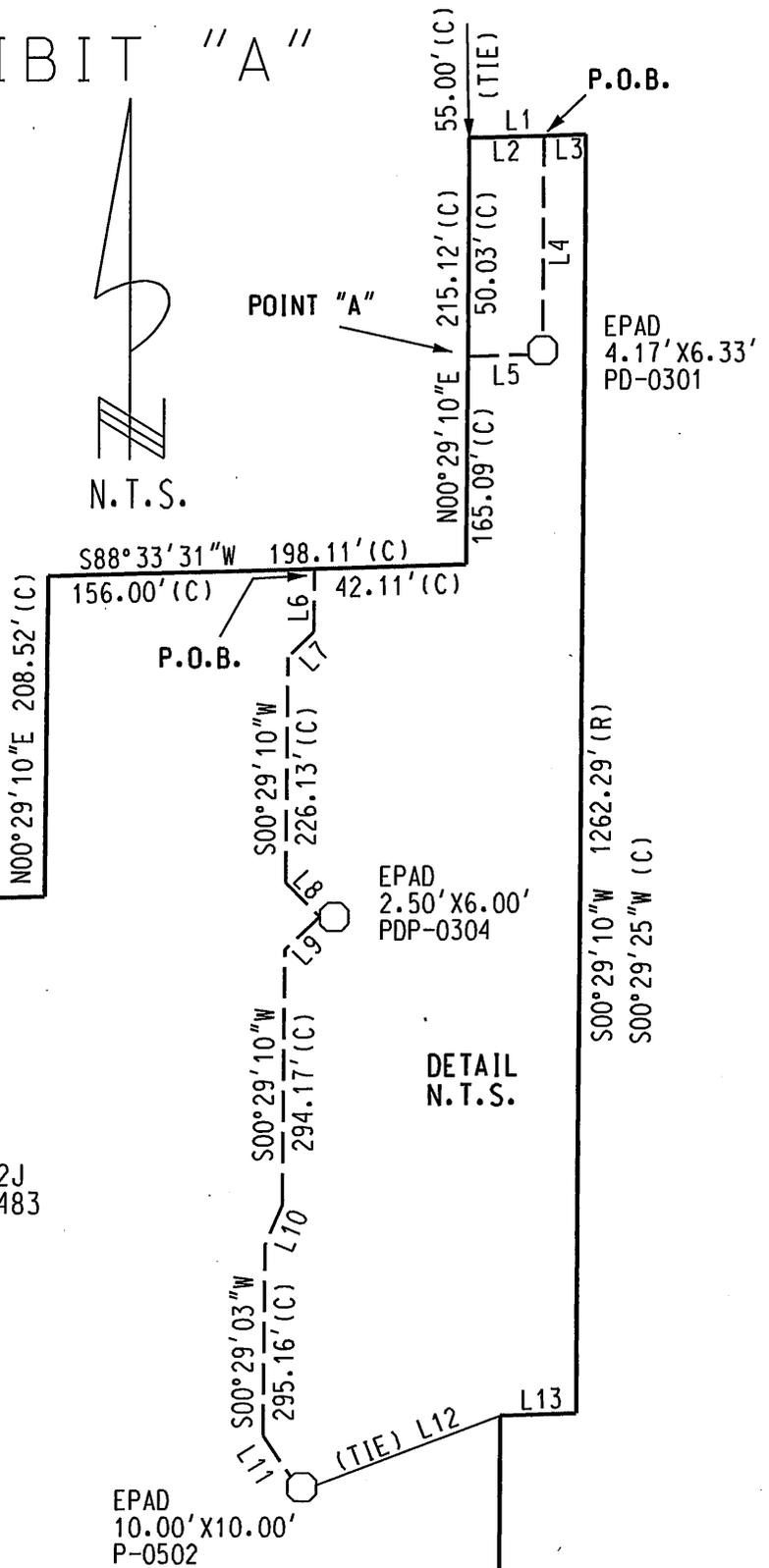
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°33'31"E	33.02' (R)
L2	N88°33'31"E	26.92' (C)
L3	N88°33'31"E	6.10' (C)
L4	S00°29'10"W	50.03' (C)
L5	S88°33'31"W	26.93' (C)
L6	S00°29'10"W	74.04' (C)
L7	S44°31'21"W	43.16' (C)
L8	S44°01'57"E	57.05' (C)
L9	S45°56'33"W	56.12' (C)
L10	S22°48'46"W	52.64' (C)
L11	S45°02'56"E	46.42' (C)
L12	N59°01'00"E	69.01' (C)
L13	N88°33'46"E	33.02' (R)

(TIE)

N88°33'46"E 400.11' (R)



N.T.S.



APN 142-21-002J
 DOC. 2003-1754483
 M.C.R.

DETAIL
 N.T.S.

SALT RIVER PROJECT
 AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER: KJ2-716/KJP-3023 SCALE: N.T.S.

AMP W/O NUMBER: 81565723/81385598 SHEET: 5 OF 5

AGENT: S. FURROW SHEET SIZE: 8.5" x 11"

DRAWN: J. GREIFE REVISION: 1 P 2/2013

CHECKED BY: K. GOREHAM CREW CHIEF: D. LUTE

DATE: JAN. 3, 2013 FIELD DATE: JAN. 2, 2013



SURVEY DIVISION
 LAND DEPARTMENT

PEORIA COMMUNITY PK
 NO. 2 - CONVERSION

2003-1754483

NW 1/4, SECTION 35

T.3 N., R.1 E

4.3 EAST - 12.9 NORTH

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15C

Date Prepared: February 28, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Peoria Larry Miller, 87th Avenue and Bell Road (Project No. R120041)

Purpose:

This is a request for City Council to approve a Final Plat of Peoria Larry Miller, located at 87th Avenue and Bell Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to create three lots for commercial use known as Peoria Larry Miller. Creation of the lots is required in order to combine four separate parcels into three platted lots and to dedicate new water easements and abandon unnecessary water easements

on the property. All adjacent streets are fully developed and maintained by the City of Peoria. This development is located within the City's water\sewer service area.

Previous Actions:

The preliminary plat was reviewed by the City and completed in September 2012 and no changes were made to the proposed Final Plat.

Options:

A: The Final Plat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Final Plat; although it should be noted that not approving the Final Plat will prevent the Developer from developing this land.

B: The other option would be to formally approve the Final Plat and allow this parcel to be developed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Final Plat.

Narrative:

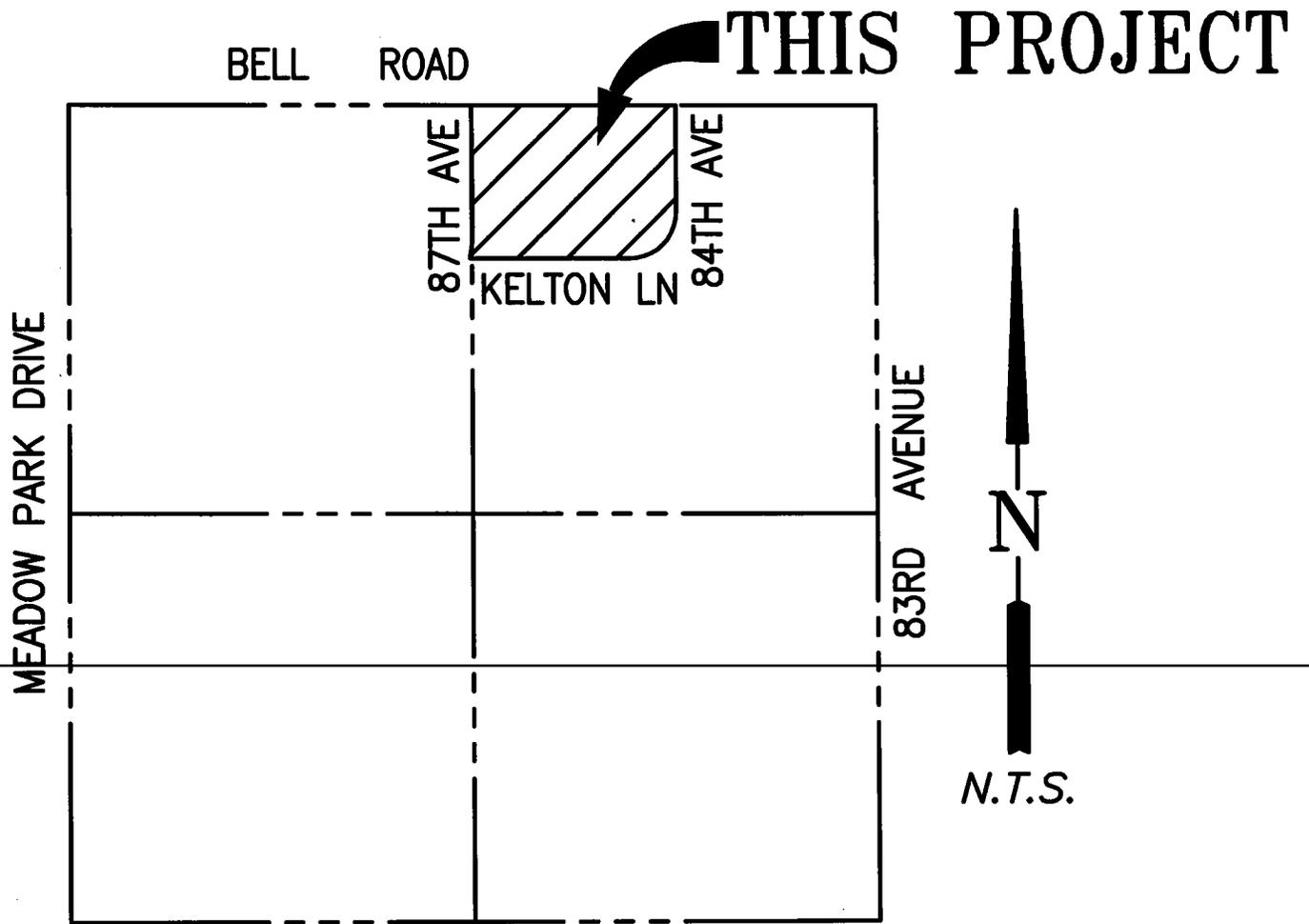
The acceptance of this Final Plat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number: Jesse Gonzales, 623-773-7548



VICINITY MAP

SECTION 3, T. 3 N., R. 1 E., G. & S. R. B. & M.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16C

Date Prepared: March 7, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Final Plat, Silver Canyon Ranch Unit 2, 77th Lane and Happy Valley Road (Project No. R070096)

Purpose:

This is a request for City Council to approve a Final Plat of Silver Canyon Ranch Unit 2, located on Happy Valley Road and 77th Lane, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's sewer service area and The Sunrise Water Company's water service area. This

final plat creates a total of 17 new lots adjacent to Silver Canyon Ranch Unit 1. All internal roadways are private and will be maintained by the homeowners' association.

Previous Actions:

The preliminary plat was reviewed by the City and completed in November 3, 2012 and no changes were made to the proposed Final Plat completed March 7, 2013.

Options:

A: The Final Plat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Final Plat; although it should be noted that not approving the Final Plat will prevent the Developer from developing this land.

B: The other option would be to formally approve the Final Plat and allow this parcel to be developed.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Final Plat.

Narrative:

The acceptance of this Final Plat by City Council will allow the developer to move forward in developing this property.

Exhibit(s):

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

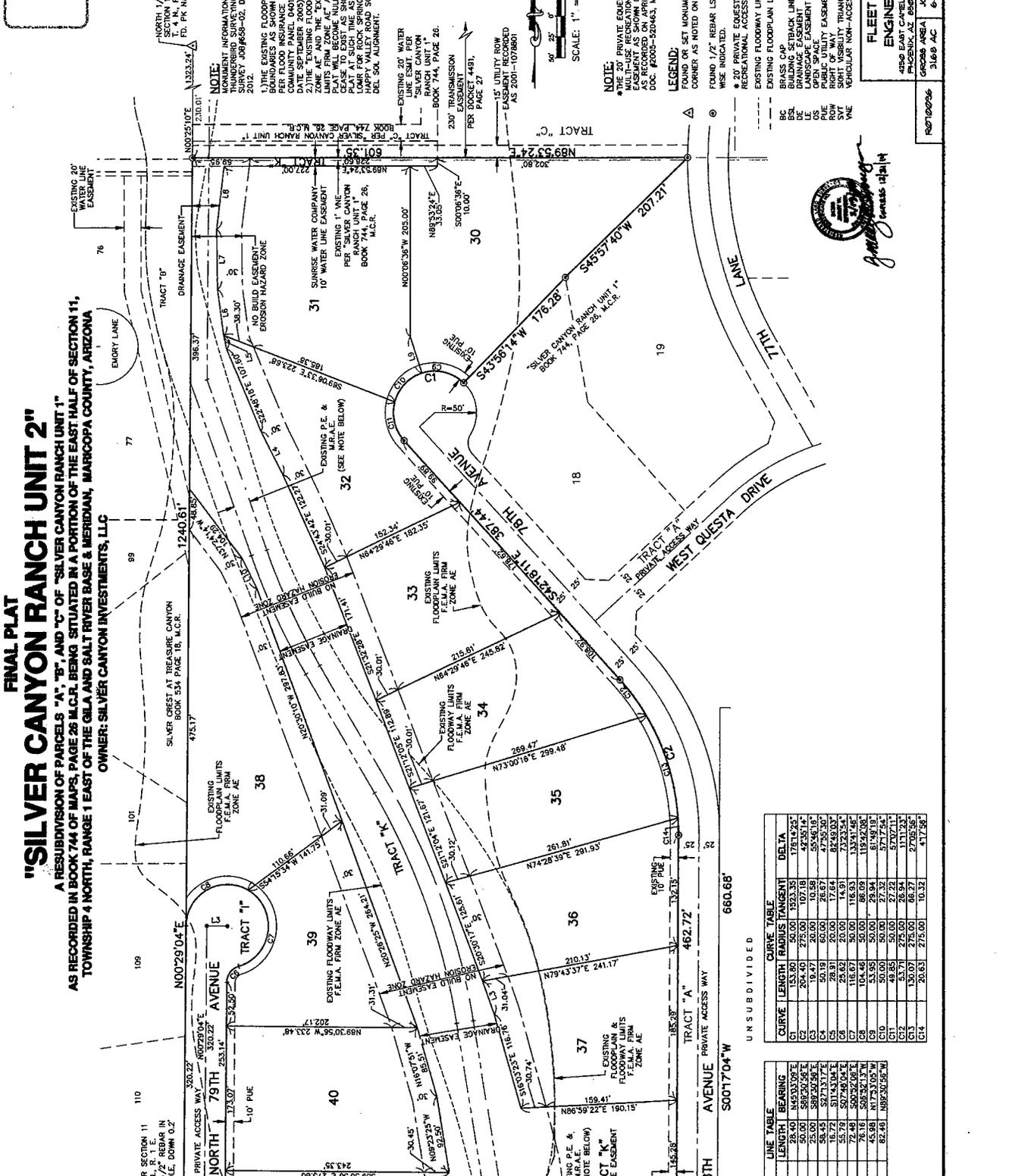
Contact Name and Number: Jesse Gonzales: 623-773-7548

"SILVER CANYON RANCH UNIT 2"

A RESUBDIVISION OF PARCELS "A", "B", AND "C" OF "SILVER CANYON RANCH UNIT 1" AS RECORDED IN BOOK 744 OF MAPS, PAGE 26 M.C.R. BEING SITUATED IN A PORTION OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA
 OWNER: SILVER CANYON INVESTMENTS, LLC

FINAL PLAT

SEE SHEET 4 OF 4



MONUMENT INFORMATION PER: A.L.T.A. SURVEY JOB#6859-02, DATED AUGUST 7, 2012.
 1) THE EXISTING FLOODPLAIN AND FLOODWAY BOUNDARIES AS SHOWN ON THIS PLAT ARE AS SHOWN ON THE FLOODPLAIN MAP OF THE COMMUNITY PANEL (M.A.C.P.) 1489 (EFFECTIVE DATE SEPTEMBER 2003).
 2) THE EXISTING FLOODPLAIN LIMITS FIRM (FIRM) FROM THE FIRM MAP AS SHOWN ON THIS PLAT WILL BECOME NULL AND VOID ON THE DATE THIS PLAT IS RECORDED. THE FIRM LIMITS WILL BE RECALCULATED BY THE LOCAL AUTHORITY FOR ROCK SPRINGS CREEK WASH FROM HAPPY VALLEY ROAD SOUTH TO THE AVENIDA DEL SOL ALIGNMENT.

EXISTING 20' WATER LINE PER LINE E.M.T. PER "SILVER CANYON RANCH UNIT 1" BOOK 744, PAGE 26.
 20' TRANSMISSION PER DOCKET 4481, PAGE 27.
 15' UTILITY ROW EASEMENT RECORDED AS 2001-1078601

SCALE: 1" = 50'

LEGEND:
 FOUND OR SET MONUMENT AT SECTION OR 1/4 CORNER AS NOTED ON THE PLAT.
 FOUND 1/2" REBAR IS 34399 UNLESS OTHERWISE INDICATED.
 * 20' PRIVATE EQUESTRIAN AND MULTI-USE RECREATIONAL ACCESS EASEMENT
 EXISTING FLOODWAY LIMITS
 EXISTING FLOODPLAIN LIMITS
 BRASS CAP
 BUILDING SETBACK LINE
 LANDSCAPE EASEMENT
 OPEN SPACE
 RIGHT OF WAY EASEMENT
 RIGHT OF WAY
 SIGHT VISIBILITY TRIANGLE
 SWT
 VNE
 VNU

NOTE:
 * PRIVATE EQUESTRIAN AND MULTI-USE RECREATIONAL ACCESS EASEMENT AS SHOWN ON THIS PLAT IS RECORDED ON MAP# 1489, 2005 PER DCP# 2005-380494, M.C.Z.
 * 20' PRIVATE EQUESTRIAN AND MULTI-USE RECREATIONAL ACCESS EASEMENT

BC
 BEL
 LE
 OS
 ROW
 SWT
 VNE

OWNER: SILVER CANYON INVESTMENTS, LLC
 4500 EAST CAMELBACK RD., SUITE 410 K
 PHOENIX, AZ 85028 PH: (602) 764-3335
 FLORENCE AREA JOB NO. 641-02 SHEET 3 OF 4
 R070098

UNSUBDIVIDED

LINE	LENGTH	BEARING
L1	28.40	N45D33.09"E
L2	50.00	S89D25.95"E
L3	50.00	S89D25.95"E
L4	50.00	S89D25.95"E
L5	50.00	S89D25.95"E
L6	50.00	S89D25.95"E
L7	50.00	S89D25.95"E
L8	50.00	S89D25.95"E
L9	50.00	S89D25.95"E
L10	50.00	S89D25.95"E
L11	50.00	S89D25.95"E
L12	50.00	S89D25.95"E
L13	50.00	S89D25.95"E
L14	50.00	S89D25.95"E

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	153.80	50.00	159.33	178.14
C2	204.40	275.00	107.18	42.95
C3	40.19	60.00	26.67	35.46
C4	40.19	60.00	26.67	35.46
C5	28.91	90.00	17.64	82.43
C6	25.62	20.00	14.91	23.23
C7	116.67	50.00	116.63	133.91
C8	104.48	50.00	88.09	119.24
C9	50.00	50.00	27.32	57.17
C10	50.00	50.00	27.32	57.17
C11	48.85	50.00	27.22	57.07
C12	55.71	275.00	26.54	111.92
C13	136.07	275.00	66.27	279.56
C14	20.63	275.00	10.32	47.98

SEE SHEET 4 OF 4

T. 4 N. R. 1 E.

2

HAPPY VALLEY ROAD

83RD AVENUE

SITE

CALLE LEJOS

75TH AVENUE

10

11

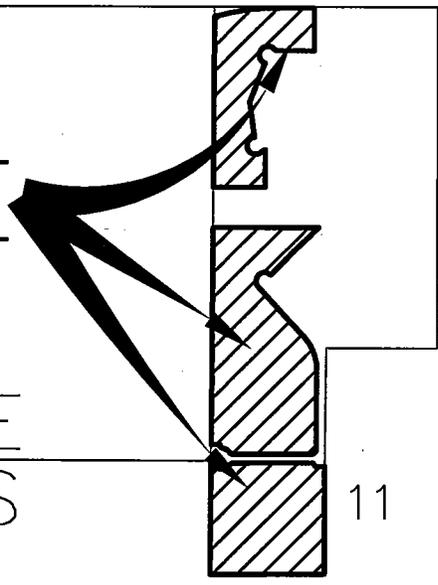
12

PINNACLE PEAK ROAD

14

VICINITY MAP

no scale



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17R

Date Prepared: April 1, 2013

Council Meeting Date: April 9, 2013

TO: Mayor and Council
FROM: Carl Swenson, City Manager
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Arizona Broadway Theatre Land Lease

Purpose:

The purpose is to formalize the City Council intent regarding the existing lease with KLOS Enterprises, LLC for the approximately four acres of real property owned by the City located at 7701 West Paradise Lane.

Background/Summary:

The City entered into a 25 year ground lease with KLOS Enterprises, LLC in May 2003. The lease provides for 3 five year extensions for a possible total lease term of 40 years. The project is a 40,000 square foot facility on approximately four acres of land. The use is a quality dinner theatre with ancillary meeting and conference room space.

The current lease agreement includes a series of amendments to the original lease. The first two amendments clarified language to facilitate financing of the property and waived certain excess insurance requirements. Each of the subsequent amendments deferred lease payments during the theatre's first several years of operation. The most recent amendment, approved in May 2012, provided a further deferral of lease payments for twelve months while staff held discussions with the theatre. The current lease terms are listed below:

25 year term of lease

- 2008 thru 3/31/2013 - no lease payments due
- 4/1/2013 thru 12/31/2017 – \$ 6,000 per month
- 1/1/2018 thru 12/31/2022 – \$ 6,400 per month
- 1/1/2023 thru 12/31/2027 – \$ 6,700 per month
- 1/1/2028 thru 12/31/2032 – \$ 7,400 per month

Previous Actions:

2003 Original Lease

\$0.48/sq ft based on 182,694 sq. ft.

\$7,300 / month = \$87,700/year

CPI escalator each year

Square Footage Adjustment

Adjusted square feet to comply with “net” sq ft definition – removed easements.

December 2007 Amendment

Change from \$/sq. ft. to monthly lease amount

35% reduction in cost of lease

Deferred 2008 and 2009 lease payments

1st payments due in 2010 of \$3,900/month = \$46,800/year

January 2010 Amendment

Deferred 2010 Lease Payments

1st payments due in 2011 of \$3,950/month = \$47,400/year

December 2010 Amendment

Deferred payments due in the 1st six months of 2011

1st payments due in July 2011 of \$3,950/month = \$23,700 for the 2nd six months of 2011

June 2011 Amendment

Deferred last 6 months of 2011

1st payments due in January 2012 of \$4,900/month = \$58,800/year

December 2011 Council Action

City to not charge lease payments for Jan-March 2012

1st payments due April 1, 2012

Still \$4,900/month = \$58,800/year

January 2013 increases to \$5,500/month = \$66,000/year

March 2012 Council Action

City to defer lease payments otherwise due for one year

Staff to continue negotiations with ABT

May 2012 Amendment

Deferred all lease payments due for one year from March 2012

1st payments due in April 2013 of \$6,000/month = \$72,000/year

Over the past year, staff has been meeting with the owners of Arizona Broadway Theatre to discuss the lease agreement. Recently, Arizona Broadway Theatre approached the City of Peoria with an interest in acquiring the underlying land at the site from the City. This potential transaction is proposed by the non-profit arm of the theatre, and would likely be in conjunction with a sale of the facility from KLOS Enterprises to the non-profit arm. This concept is separate from the current Lease Amendment.

Options:

A: City Council can decide to continue with the existing terms on the lease of land. This would result in a payment schedule that would begin at \$6,000/month, progressively increasing through the life of the lease agreement.

B: City Council can decide to amend the existing terms on the lease of land.

C: City Council can instruct staff to enter into further negotiations with Arizona Broadway Theatre regarding the potential sale of the City owned land. Council can decide to seek amendments in the monthly lease payments during the period of negotiation.

Staff's Recommendation:

Staff is proceeding with the planned continuance of existing terms on the lease of land, and will seek Council direction on this matter. This would trigger payment obligations from Arizona Broadway Theatre beginning in April 2013.

Fiscal Analysis:

The annual revenue generated from the existing contract is \$72,000, increasing progressively over the life of the contract.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 18R

Date Prepared: March 25, 2013

Council Meeting Date: April 09, 2013

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Public hearing: Proposed Recommendations by the City to the Arizona State Liquor Board for new restaurant liquor licenses.

Purpose:

Pursuant to Arizona Law the City must recommend to the State Liquor Board for approval, applications to sell alcoholic beverages in the City. The Standard for the recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

Background/Summary:

Belinda S. Fremouw, Agent for 71 American Grille, has applied for a New Restaurant Liquor License (Series 12) located at 28615 N. El Mirage Road Suite #102.

Shirley Mai, Agent for Dao Kitchen, has applied for a New Restaurant Liquor License (Series 12) located at 8385 W. Deer Valley Road Suite #114.

The public hearing notices were posted for at least 20 days, and no comments were received during the posting period. The license applications were reviewed according to State law and all Departments gave approvals.

Previous Actions:

In October 2010, the Mayor and Council recommended approval to Arizona State Liquor Board for Blu Agave for a New Restaurant Liquor License (Series 12). The restaurant went out of business and the new owners are now applying for this New Restaurant Liquor License. Series 12 Restaurant Liquor Licenses are not transferable between restaurant owners.

In October 2010, the Mayor and Council recommended approval to Arizona State Liquor Board for Tao Kitchen for a New Restaurant Liquor License (Series 12). The restaurant was sold and the new owners are now applying for this New Restaurant Liquor License. Series 12 Restaurant Liquor Licenses are not transferable between restaurant owners.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for 71 American Grille, located at 28615 N. El Mirage Road Suite #102, Belinda S. Fremouw, Applicant, LL#20007415.

Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Dao Kitchen, located at 8385 W. Deer Valley Road Suite #114, Shirley Mai, Applicant, LL#20007163.

B: Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for 71 American Grille, located at 28615 N. El Mirage Road Suite #102, Belinda S. Fremouw, Applicant, LL#20007415.

Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Dao Kitchen, located at 8385 W. Deer Valley Road Suite #114, Shirley Mai, Applicant, LL#20007163.

Staff's Recommendation:

Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for 71 American Grille, located at 28615 N. El Mirage Road Suite #102, Belinda S. Fremouw, Applicant, LL#20007415.

Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Dao Kitchen, located at 8385 W. Deer Valley Road Suite #114, Shirley Mai, Applicant, LL#20007163.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicants have been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: New Liquor License Application.

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 12

1. Type of License(s): Restaurant

12079407

2. Total fees attached: \$

Department Use Only
194.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Fremouw Belinda Sue
 (Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: 71 American Grille, LLC
 (Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: 71 American Grille
 (Exactly as it appears on the exterior of premises)

4. Principal Street Location 28615 N El Mirage Rd, Ste 102 Peoria Maricopa 85383
 (Do not use PO Box Number) City County Zip

5. Business Phone: 623-249-5337 Daytime Phone [REDACTED] Email: 71AmericanGrille@gmail.com

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: 28615 N El Mirage Rd, Ste 102 Peoria, AZ 85383

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100.00 Application 50.00 Interim Permit 44.00 Site Inspection Finger Prints \$
 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: [REDACTED] Date: 02-01-13 Lic. # 12079407

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

(Print full name)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
(Signature)

_____ day of _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

RECEIVED
 10/10/01
 4:10

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					

) Y R A S S E C E N F I 1

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: 71 American Grille, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/14/2012 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1810505-3 Date authorized to do business in AZ: 12/24/2012
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Fremouw	Belinda	Sue	Member	[REDACTED]			
Fremouw	Devin	Ray	Member	[REDACTED]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Fremouw	Belinda	Sue	85	[REDACTED]			
Fremouw	Devin	Ray	15	[REDACTED]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. If more than one license to be transferred: License Type: _____ License Number: _____
- 5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____

2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name PWREO Vistancla, LLC c/o Hannay Realty Advisors
Address 2999 N 44th Street, Suite 400, Phoenix, AZ 85018
City, State, Zip _____

4a. Monthly rental/lease rate \$7757.50 What is the remaining length of the lease 1 yrs. 11 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other All sums payable due for remainder of lease
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$⁰ _____
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? 03/01/13
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

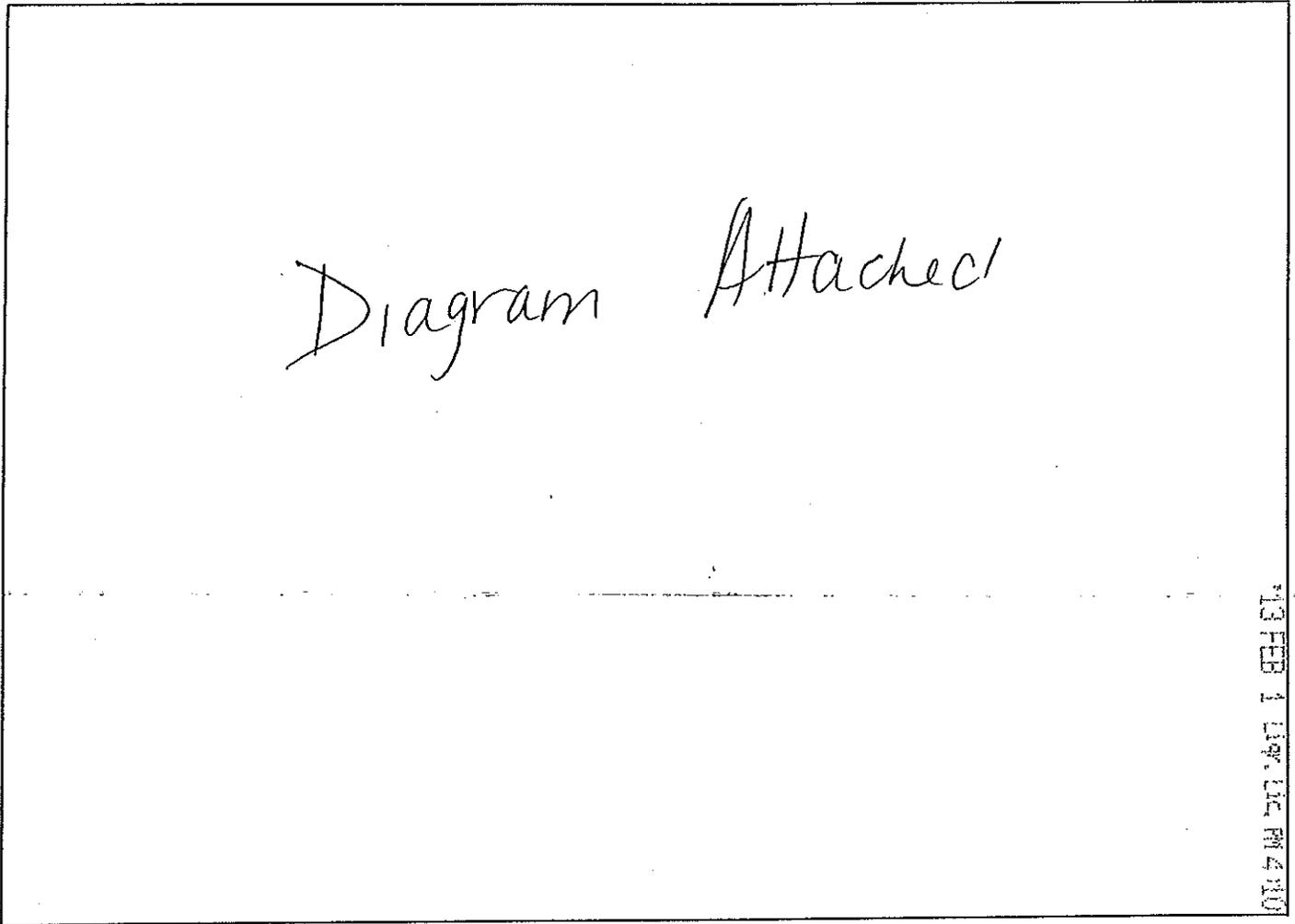
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

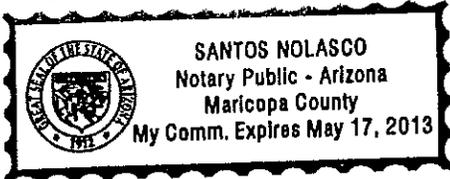
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, ^{DF} Belinda Sue Fremouw, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Redacted Signature]
(signature of applicant listed in Section 4, Question 1)

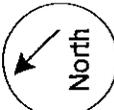
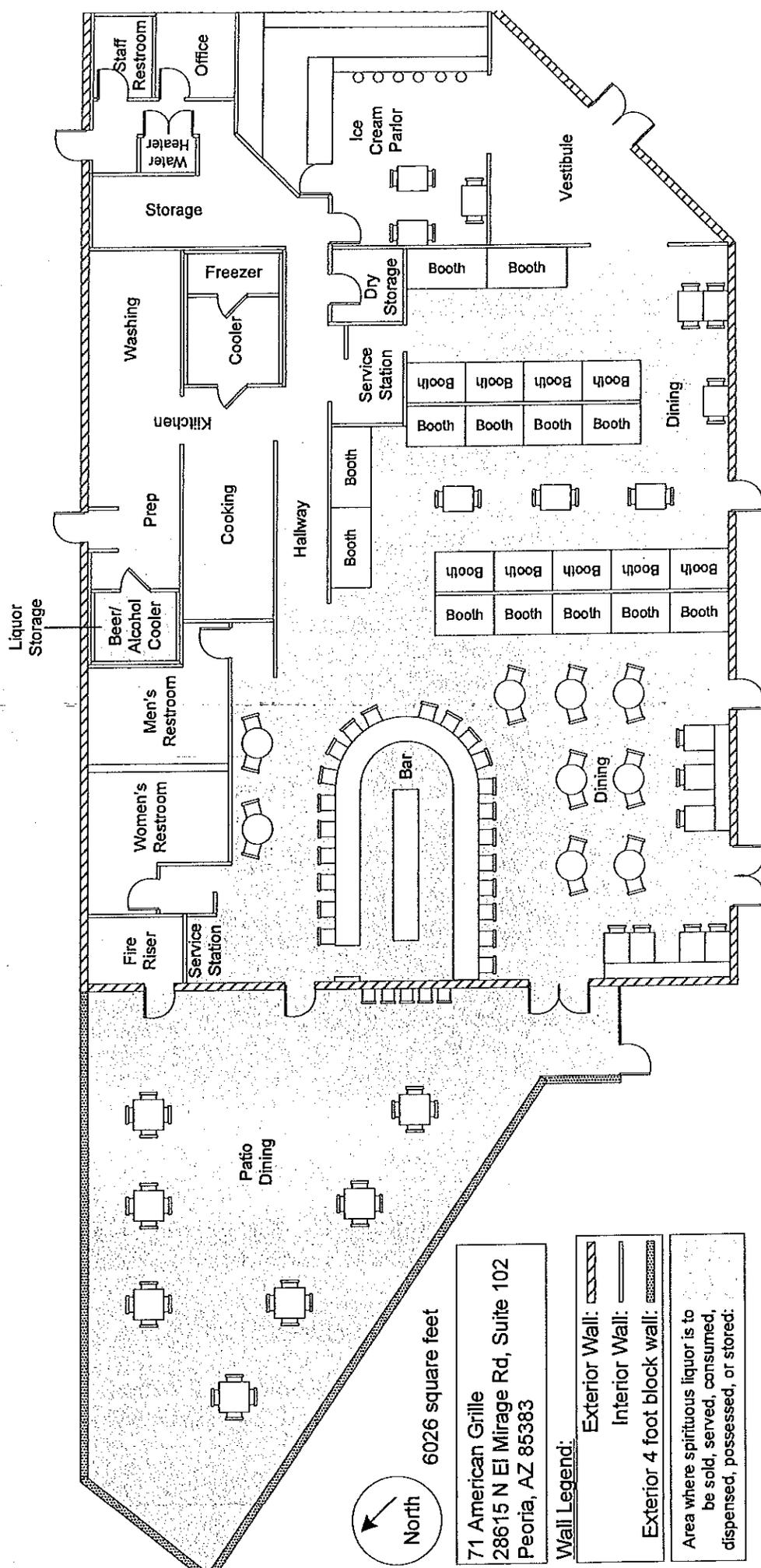


State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 31 of January, 2013
Day Month Year

My commission expires on: 17 May 2013
Day Month Year

[Redacted Signature]
signature of Notary Public



6026 square feet

71 American Grille
 28615 N El Mirage Rd, Suite 102
 Peoria, AZ 85383

Wall Legend:

- Exterior Wall: [diagonal hatching pattern]
- Interior Wall: [solid line]
- Exterior 4 foot block wall: [dashed line]

Area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored:

13 FEB 1 11 47 AM '81

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT Complete Section 5
- NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
- PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
- INDIVIDUAL Complete Section 6
- PARTNERSHIP Complete Section 6
- CORPORATION Complete Section 7
- LIMITED LIABILITY CO. Complete Section 7
- CLUB Complete Section 8
- GOVERNMENT Complete Section 10
- TRUST Complete Section 6
- OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 12079410

1. Type of License(s): 12

2. Total fees attached: \$

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Ms. MAI SHIRLEY
 (Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: DAO 32168 LLC
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: DAO KITCHEN
 (Exactly as it appears on the exterior of premises)
4. Principal Street Location: 8385 W DEER VALLEY RD # 114 PEORIA MARICOPA 8538
 (Do not use PO Box Number) City County Zip
5. Business Phone: 623-561-1988 Daytime Phone: 623-561-1988 Email: [REDACTED]
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 8385 W DEER VALLEY RD #114 PEORIA AZ 85382
 City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type N/A \$ N/A Type \$

DEPARTMENT USE ONLY

Fees: 100.00 Application 100.00 Interim Permit 50.00 Site Inspection 0.00 Finger Prints \$ 250.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: [REDACTED] Date: 2/7/2013 Lic. # 12079410

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602 542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT Complete Section 5
- NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
- PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
- INDIVIDUAL Complete Section 6
- PARTNERSHIP Complete Section 6
- CORPORATION Complete Section 7
- LIMITED LIABILITY CO. Complete Section 7
- CLUB Complete Section 8
- GOVERNMENT Complete Section 10
- TRUST Complete Section 6
- OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #s: 12079410

1. Type of License(s): 12

2: Total fees attached: \$

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. MAI SHIRLEY (Ms) (Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: DAO 32168 LLC (Exactly as it appears on Articles of Inc. or Articles of Org.)
- 3. Business Name: DAO KITCHEN (Exactly as it appears on the exterior of premises)
- 4. Principal Street Location: 8385 W DEER VALLEY RD #114, PEORIA, MARICOPA, 85382 (Do not use PO Box Number) City Zip
- 5. Business Phone: 623-561-1988 Daytime Contact: [REDACTED]
- 6. Is the business located within the incorporated limits of the above city or town? YES NO
- 7. Mailing Address: 8385 W DEER VALLEY RD #114, PEORIA, AZ 85382 City State Zip
- 8. Price paid for license only bar, beer and wine, or liquor store: Type \$ N/A Type \$

DEPARTMENT USE ONLY

Fees: Application 100.00 Interim Permit 100.00 Agent Change Club Finger Prints \$ 0.00

TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: Date: Lic. #

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12078503
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, CHARLENE CAN MAI, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

(Signature)

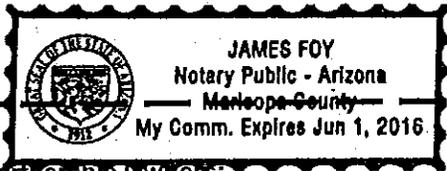
State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

16th day of JANUARY, 2013
Day Month Year

My commission expires on: June 1, 2016

(Signature of NOTARY PUBLIC)



SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: DAO 32168 LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/07/2012 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1808871-5 Date authorized to do business in AZ: 12/17/2012
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
MAI	SHIRLEY		MEMBER	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
MAI	SHIRLEY		100	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only):

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY) c. M 1-00
 APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
 (Exactly as it appears on license) Address _____
2. New Business: Name _____
 (Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
 Address _____
 City, State, Zip _____

2. Distance to nearest church: _____ ft. Name of church _____
 Address _____
 City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name PACIFICA RETAIL MANAGEMENT
 Address 1702 E HIGHLAND #209 PHOENIX, AZ 85016
 City, State, Zip _____

4a. Monthly rental/lease rate \$ 6,100 What is the remaining length of the lease 8 yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other RENT FOR REMAINDER OF LEASE
 (give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 0
 Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT

SECTION 13 - CONTINUED

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year? YES NO If yes, attach explanation. '13 FEB 7 Liq. Lic. PH 1 00
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 12078503 (exactly as it appears on license) Name CHARLENE CAN MAI

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
MAI CHARLENE SHREY CAN and license #: 12078503
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[Signature]
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[Initials]
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

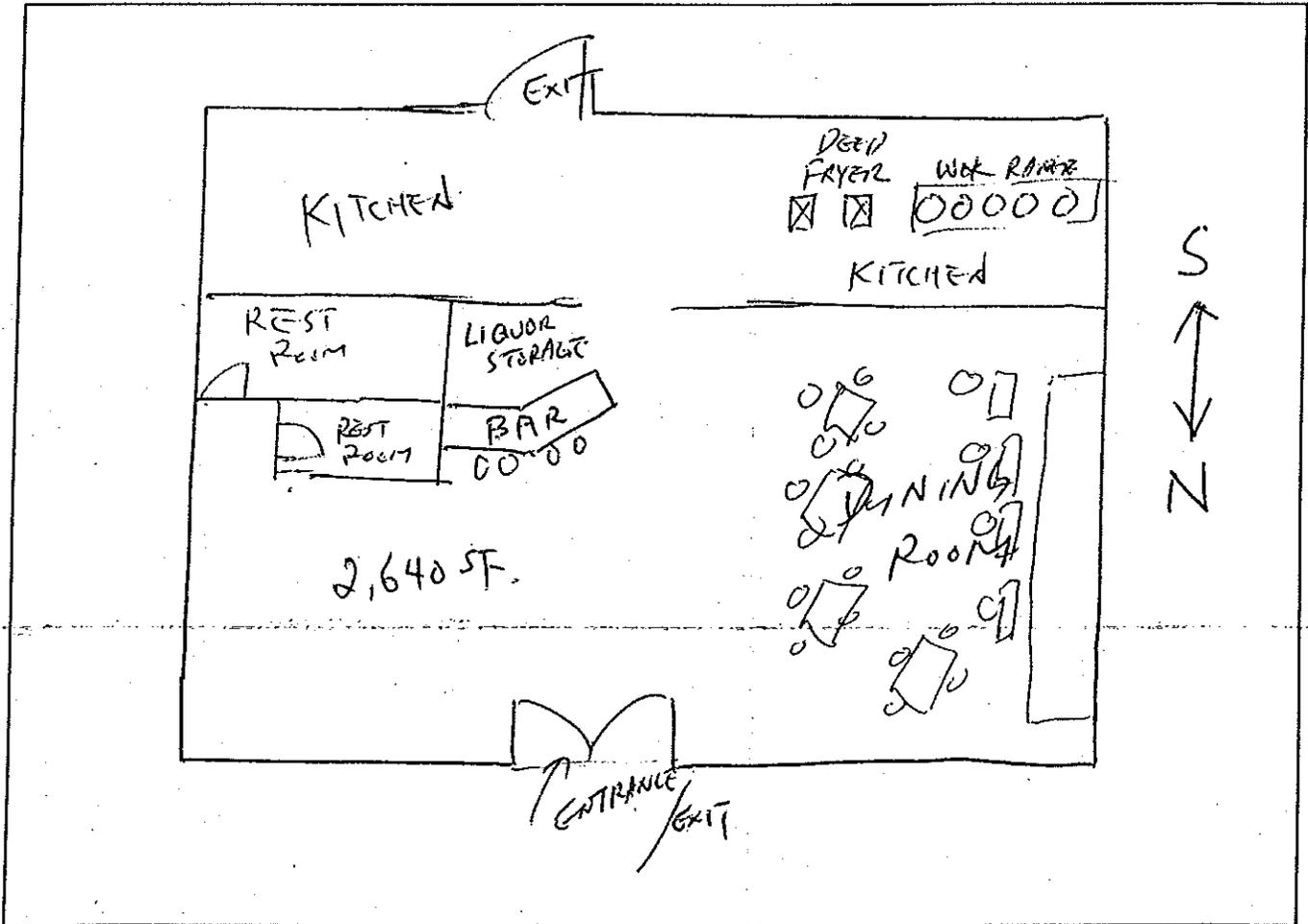
1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

[Initials]
applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

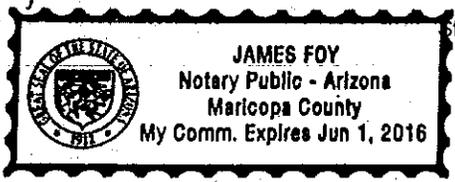
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, SHARLEY MAI, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Redacted Signature]
 (signature of applicant listed in Section 4, Question 1)



State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 16th of JANUARY, 2013
 Day Month Year

My commission expires on: 1 June 2014
 Day Month Year

[Redacted Signature]
 signature of NOTARY PUBLIC

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 19R

Date Prepared: February 28, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning and Community Development Director

THROUGH: Susan J. Daluddung, AICP, Deputy City Manager

SUBJECT: Z12-0010, Northeast Corner of 75th Avenue & Greenway Road

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for the Rezoning of an approximately 5.79-acre property from Suburban Ranch (SR-43) to R1-6 Single-Family Residential in order to allow the development of a 19-lot single-family residential development.

Background/Summary:

The subject property is located at the northeast corner of 75th Avenue and Greenway Road annexed into the City in October of 1993. Most recently, this property was the subject site for a proposed Greek Orthodox Church (case PR08-26), but the applicant eventually withdrew the application in lieu of another site further north in the City.

The R1-6 zoning district requires lot sizes to be no smaller than 6,000 square feet in area with lot widths and depths to be 50 feet and 100 feet, respectively. Through the accompanying Preliminary Plat application P12-0010, the minimum lot size of this proposal is depicted to be 53' x 120' (6,360 square feet) and the maximum proposed lot size is 13,844 square feet. Open space and landscaping amenities are provided in conformance to, or in excess of, the Zoning Ordinance and the Design Review Manual requirements.

The underlying General Plan land use designation for the property is Residential/Low (2-5 du/ac, target 3.0 du/ac). Staff has reviewed this application and has determined that while the proposed density of 3.28 du/ac is slightly above the target density; however the General Plan Land Use Element allows such increases above the target density where proposals incorporate "...open space and/or amenities above required minimum standards." Staff is supportive of this request.

The applicant held a neighborhood meeting on December 5, 2012 at Paseo Verde Elementary School to introduce this proposal to the community. No one from the public was in attendance except for the Councilman for this district. Despite several calls of support placed with the

applicant, staff received one letter of opposition shortly before the Planning & Zoning Commission hearing (Exhibit 3). Staff welcomes input from the community and appreciates the tone of the letter; however, staff's position on this request remains supportive.

Previous Actions:

A public hearing was held for this item at the February 21, 2013 Planning and Zoning Commission Meeting. There were no speakers in support or in opposition to this request and the Commission voted unanimously in favor of the application.

Options:

- A:** Approve as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely; or
- E:** Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's February 21, 2013 unanimous recommendation to approve Case Z12-0010.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, staff can approve the Preliminary Plat associated with this application (P12-0010).

Exhibit(s):

- Exhibit 1:** Vicinity Map
- Exhibit 2:** February 21, 2013 Planning and Zoning Commission Staff Report with Exhibits
- Exhibit 3:** Opposition Letter
- Exhibit 4:** Draft Ordinance

Contact Name and Number: Adam Pruett, Senior Planner, x5168

Z12-0010 Vicinity Map



Z12-0010 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 5.79 acres from SR-43 to R1-6

Location: Northeast corner of 75th Avenue & Greenway Road

3



EXHIBIT 2

February 21, 2013 Planning and Zoning Commission Staff Report with Exhibits



REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 12-0010
DATE: February 21, 2013
AGENDA ITEM: 4R

Applicant: Coe & Van Loo on behalf of D.R. Horton

Request: Rezone approximately 5.79 acres from SR-43 Suburban Ranch to R1-6 Single-Family Residential.

Proposed Development: This proposal is for a 19-lot single-family detached residential community.

Location: The property is located at the northeast corner of 75th Avenue and Greenway Road (APN 200-52-017E).

Site Acreage: 5.79 gross acres

Support / Opposition: As of the date of this printing, staff has not received any public comment in opposition or support to this proposal. One telephone call in inquiry was received.

Recommendation: **Approve**, with stipulations.

AREA CONTEXT

Table 1: Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Residential/Low Density (2-5 du/ac, target 3 du/ac)	SR-43, Suburban Ranch
North	Single Family Residential	Residential/Low Density (2-5 du/ac, target 3 du/ac)	R1-10, Single Family Residential
South	Greenway Road, then Single Family Residential	Residential/Low Density (2-5 du/ac, target 3 du/ac)	R1-12, Single Family Residential
East	Single Family Residential	Residential/Low Density (2-5 du/ac, target 3 du/ac)	R1-10, Single Family Residential
West	75 th Avenue, then Single Family Residential	Residential/Low Density (2-5 du/ac, target 3 du/ac)	R1-8, Single Family Residential

Annexation and Case History

1. The site was part of a larger area annexed into the City of Peoria in 1993 under *Ordinance 1993-46*. Upon annexation, it was designated with equivalent city zoning of SR-43 (Suburban Ranch) which requires 1-acre minimum lot size.

PROJECT DESCRIPTION

Site and Project Details

2. The subject property is a 5.79-acre parcel located at the northeast corner of 75th Avenue & Greenway Road and is currently vacant with SR-43 zoning.
3. This request is to rezone the property to R1-6 Single-Family Residential to allow a 19-lot residential development. The R1-6 zoning district requires lot sizes to be no smaller than 6,000 square feet in area with lot depths and widths to be 50 feet and 100 feet, respectively. Through the accompanying Preliminary Plat application P12-0010, the minimum lot size of this proposal is depicted to be 53' x 120' (6,360 square feet) and the maximum proposed lot size is 13,844 square feet. (Exhibit D1-D2)
4. The City's Design Review Manual prescribes, among other elements, the minimum required open space for residential developments. For projects with minimum lot sizes less than 10,000 square feet in size, 9% of the project area is to be usable open space. This proposal provides .78 acres or 16.5% total open space, of which .73 acres or 15.5% is useable with a turf area and ramada.

DISCUSSION AND ANALYSIS

Conformance with the General Plan

5. The underlying General Plan land use designation for the property is Residential/Low Density (2-5 du/ac, target 3.0 du/ac). This designation allows for only single-family detached residential development. The proposed density of 3.28 du/ac is slightly above the target density. Per the Land Use Element of the General Plan, the target density may be exceeded if a project provides amenities beyond the minimum standards. Staff considers the additional 6.5% of useable open space as an adequate offset as permitted by the Land Use Element of the General Plan. As such, staff is supportive of this request.

Citizen Participation Plan - Neighborhood Meeting

6. Section 14-39-8.E of the Peoria Zoning Ordinance requires the applicant of a rezoning request to hold at least one neighborhood meeting. The applicant notified property owners within 600 feet of the subject site. Accordingly, the applicant held a neighborhood meeting on December 5, 2012 at Paseo Verde Elementary School. Only Councilman Aames attended the meeting; however, the applicant has indicated that several telephone calls were received in support of this proposal.

City Review

7. Due to the small number of lots in this proposal, only one access point is required. Access will be non-gated and will be from Greenway Road on approximately the 74th Avenue alignment.

8. This request has been reviewed and commented on through the City's standard rezoning application review process and has been approved by the Planning Division, Site Development / Engineering, and Fire Safety with conditions as provided in the *Conditions of Approval* portion this report.

Public Notice

9. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division.

FINDINGS AND RECOMMENDATION

10. Based on the following findings:
 - The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan.
 - This rezoning request is consistent with General Plan Residential / Low Density (2-5 du/ac, target of 3 du/ac) land use designation.
 - This rezoning request will result in a residential development that is compatible with the existing adjacent neighborhood(s).

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Z 12-0010 subject to the following conditions:

1. The development shall be limited to 19 units.
2. All Engineering Improvement plans shall comply with the City of Peoria requirements. Refer to the Infrastructure Guide.
3. A Final Drainage Report must be submitted with the final plat. Note that the City of Peoria has adopted the Maricopa County Uniform Drainage Design Standards, Policies and Procedures and Drainage Design Manual for Maricopa County for drainage criteria. Retention must be provided for the 100-year, 2-hour storm event.
4. The final drainage report shall address recommendations of the Area Drainage Master Plan (ADMP) and any impacts identified thereto.
5. Any additional courses of block added to existing walls (as stated on Pre-plot) will need to be verified by a structural engineer to determine if the existing wall will need modification or possibly re-built.
6. Fiber optic conduit along Greenway Road may be required with this site unless CIP construction is ahead of this project.
7. If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The

percolation rate shall be tested and the results provided to the City before the drywell is accepted.

8. On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves.
9. The Developer is responsible to submit water and sewer analysis, for the entire site, and necessary documentation required for issuance of the Agreement to serve letter to Maricopa County.
10. The Developer is responsible to provide an Agreement to Install Improvement for the public improvements required by the development. The accompanying financial assurance for subdivision improvements shall be in accordance with City's requirements.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the improvement plans. The streetlights shall also be indicated on the paving or grading plan.
12. The Developer will be responsible to underground any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
13. A Phase 1 Environmental Clearance will be required for all right-of-way to be dedicated to the City.
14. The Developer will be responsible to form a Street Light Improvement District (SLID) for this subdivision. A SLID Assessment Diagram will be required as part of the Final Plat submittal. An example of a diagram is available on disc from the City Engineering Department.
15. The Developer will be responsible to form a Maintenance Improvement District (MID) for this subdivision.
16. The preservative seal required for the new streets shall be applied 1-year after completion of the streets. A fee to cover this cost will be required at the time of the paving permit. The City will determine the amount at the time of permit issuance.
17. Pavement sections shall be verified by the project soils report. The Developer will be responsible to replace all pavement adjacent to the development to the monument line unless, they can demonstrate that the existing pavement meets the City of Peoria's minimum requirements.
18. The Developer will be responsible to verify visibility and sight distance triangles for intersections, driveways, and grade separations.
19. The Development will be responsible to comply with the Phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the improvement plans in accordance with the SWPPP checklist.
20. The Developer shall submit a noise mitigation study to address the anticipated truck traffic on 75th Avenue. All walls shall be designed in accordance with the recommendations of the noise study.
21. The Developer shall dedicate half-street ROW on 75th Avenue (65-foot) along the frontage of the project.

22. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE
23. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
24. Prior to Final Plat recordation, the applicant shall obtain approval of final grading, drainage, utilities, and paving plans in conjunction with a Final Drainage Report and Final TIA. These final plans and reports shall be in conformance with the approved preliminary plans and report. The Final Plat shall be submitted with the first submittal of the improvement plans. The Final Plat shall be approved prior to permits being issued for the site.
25. All subdivisions shall submit a local street signing plan with the first submittal of the improvement plans.
26. A signing plan for off-site improvements is required for this project and must be submitted with the first submittal of the improvement plans.

Attachments:

Exhibit A	Vicinity Map
Exhibit B	General Plan Land Use Map
Exhibit C	Zoning Map
Exhibit D1-D2	Proposed Site Plan
Exhibit E	Proposed Landscape Plan

Prepared by: Adam D. Pruett, AICP, LEED Green Associate
Senior Planner

Z12-0010 Vicinity Map



Z12-0010 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 5.79 acres from SR-43 to R1-6

Location: Northeast corner of 75th Avenue & Greenway Road

3



Z12-0010 Land Use Map



Z12-0010 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

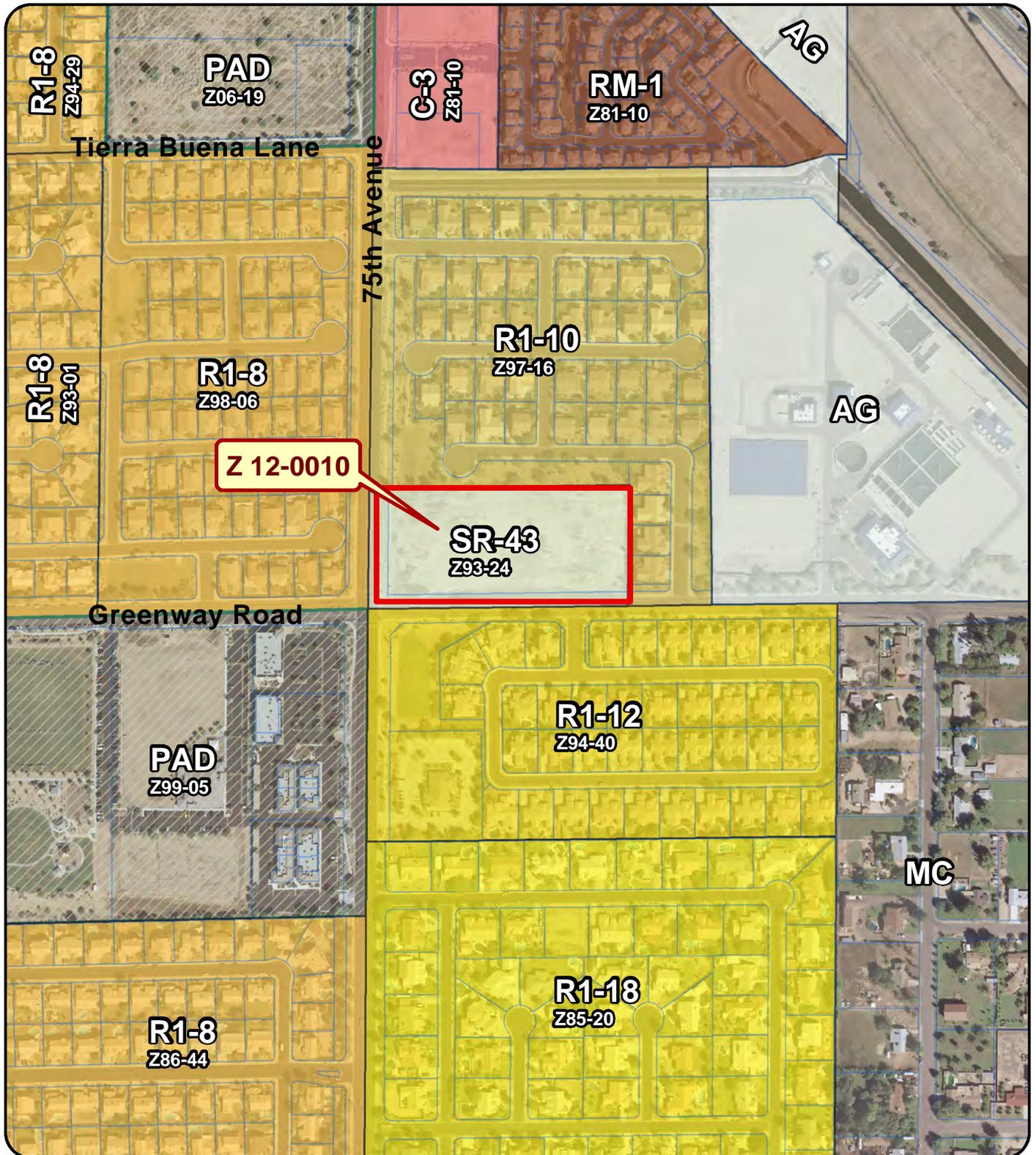
Request: Rezoning 5.79 acres from SR-43 to R1-6

Location: Northeast corner of 75th Avenue & Greenway Road

3



Z12-0010 Zoning Map



Z12-0010 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 5.79 acres from SR-43 to R1-6

Location: Northeast corner of 75th Avenue & Greenway Road

3



NOTES:

- (1) CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES AND WOOD, AND/OR REMEDIABLE SECTION TYPE PERCHING ASPHALT OR GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.
- (2) ALL EASEMENTS ARE SUBORDINATE TO DRAINAGE EASEMENTS.
- (3) ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- (4) AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS, INCLUDING LANDSCAPED AREAS, LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE BACK OF REVERSE FRONTAGE LOTS AND DRAINAGE FACILITIES IN ACCORDANCE WITH APPROVED PLANS.
- (5) STRUCTURES AND LANDSCAPING AT THE INTERSECTIONS OF STREET RIGHT-OF-WAY WILL BE MAINTAINED AT 3" MAXIMUM IN HEIGHT WITHIN A TRIANGLE MEASURED 33' ALONG A MAJOR STREET AND 15' ALONG A LOCAL STREET. (6) ANY LIGHTING WILL BE PLACED SO AS TO DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL DISTRICTS AND WILL NOT EXCEED ONE FOOT CANDLE AT THE PROPERTY LINE. NO NOISE, ODOR OR VIBRATION WILL BE EMITTED SO THAT IT EXCEEDS THE GENERAL LEVEL OF NOISE, ODOR OR VIBRATION EMITTED BY USES OUTSIDE OF THE SITE.
- (7) TWO PARKING SPACES WILL BE PROVIDED PER DWELLING UNIT.
- (8) DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
- (9) EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT FOR A TOTAL OF 19 DWELLINGS (WITHIN THE ENTIRE SUBDIVISION)
- (10) ALL SEWER LINES TO BE 8" UNLESS OTHERWISE NOTED
- (11) ALL WATER LINES TO BE 8"

BENCHMARK:

GDAC - #47088-1
EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST, FOUND CHISELED * IN CONCRETE BRIDGE DECK, ELEVATION = 1214.78 CITY OF PEORIA DATUM.

BASIS OF BEARINGS:

N00°38'43"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE OLD AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 651 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA.

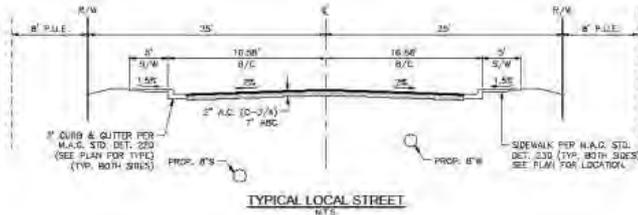
FLOOD ZONE INFORMATION:

THE MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM), PANEL NUMBERS D401301190H, MAP REVISED SEPTEMBER 30, 2000 (REF 3), INDICATED THE SUBJECT SITE FALLS WITHIN ZONE "X".

ZONE "X" IS DEFINED BY FEMA AS:
"AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE APRES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

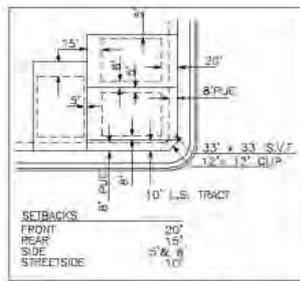
SITE DATA TABLE	
APN#	200-52-017E
GROSS AREA	5.79 ACRES
NET AREA	4.72 ACRES
CURRENT ZONING	SR-43
PROPOSED ZONING	R1-6
UNITS	19
DENSITY (GROSS)	3.28 DU/AC
PROPOSED OPEN SPACE	78 AC/16.53%
USEABLE OPEN SPACE	73 AC/15.47%
MINIMUM LOT WIDTH REQUIRED	50'
MINIMUM LOT DEPTH REQUIRED	100'

TRACT TABLE			
TRACT	ACRES	SQUARE FT	DESCRIPTION
A	0.73	31797	OPEN SPACE/LANDSCAPE TRACT/RETENTION/DRAINAGE
B	0.05	2201	15' LANDSCAPE TRACT
TRACT TOTAL	0.78	33998	



LOT DATA TABLE			
LOT #	AREA SF	LOT WIDTH	LOT DEPTH
1	6352	53'	120'
2	6514	53'	120'
3	6355	53'	120'
4	6355	53'	120'
5	6514	53'	120'
6	6502	53'	120'
7	6726	53'	120'
8	6360	53'	120'
9	6360	53'	143'
10	6360	53'	120'
11	6360	53'	120'
12	6360	53'	120'
13	6360	53'	120'
14	6360	53'	120'
15	7184	53'	120'
16	13844	53'	120'
17	10879	53'	120'
18	6443	53'	120'
19	6344	53'	120'

LOT AREAS			
MINIMUM LOT AREA	MAXIMUM LOT AREA	AVERAGE LOT AREA	LOT SIZE
6344	13844	7070	134331



PRELIMINARY PLAT FOR TIERRA BUENA II

PREPARED FOR:
DR. HORTON
20410 N. 19TH AVENUE, SUITE 100
PHOENIX, AZ 85037
PHONE: (480) 480-0008
CONTACT: HOLLY JAMES

PREPARED BY:
COE & VAN LOG, CONSULTANTS, INC.
4450 N. 12TH STREET
PHOENIX, AZ 85014
PHONE: (602) 285-4700
FAX: (602) 285-4731
CONTACT: RYAN WOOD, P.E.

PROJECT DESCRIPTION:
THE SITE IS A PROPOSED SINGLE-FAMILY DETACHED RESIDENTIAL DEVELOPMENT UNDER THE R1-6 ZONING DISTRICT.

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 EAST, MARICOPA COUNTY, ARIZONA.

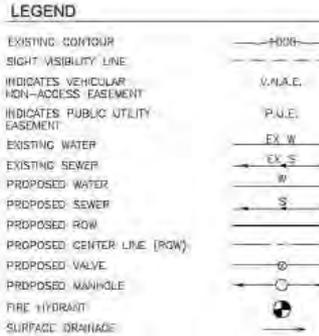


EXHIBIT 1

PRELIMINARY PLAT FOR TIERRA BUENA II

PREPARED FOR:

DR HORTON
20410 N. 19TH AVENUE, SUITE 100
PHOENIX, AZ 85027
PHONE: (480) 480-0008
CONTACT: HOLLY JAMES

PREPARED BY:

CVE & VAN LOG, CONSULTANTS, INC
1550 N. 12TH STREET
PHOENIX, AZ 85014
PHONE: (602) 295-4730
FAX: (602) 295-4731
CONTACT: RYAN WEED, P.E.

PROJECT DESCRIPTION:

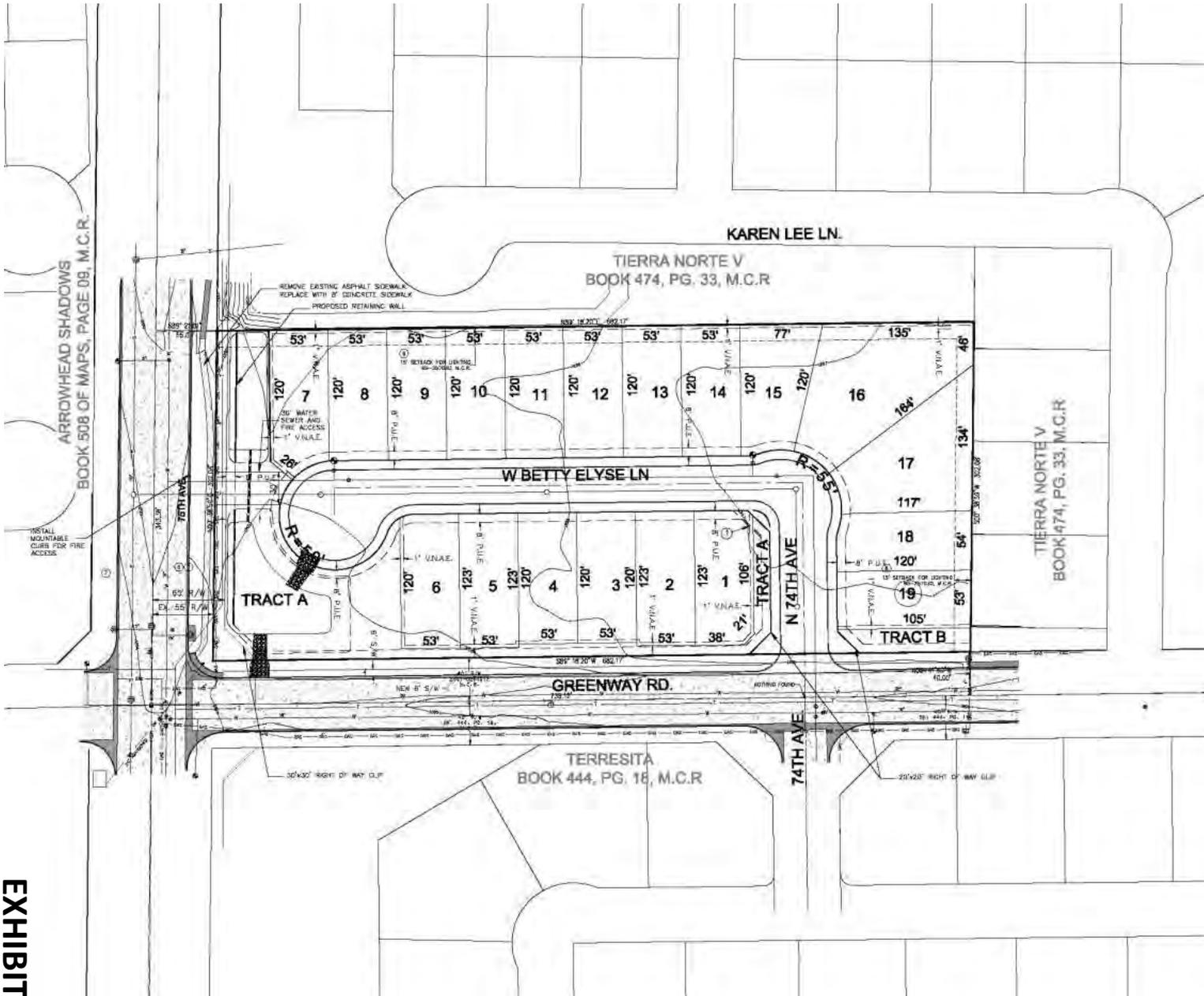
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LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 EAST, MARICOPA COUNTY, ARIZONA

LEGEND

EXISTING CONTOUR	— 4000 —
SIGHT VISIBILITY LINE	— — — — —
INDICATES VEHICULAR HOV-3 ACCESS EASEMENT	V.M.A.E.
INDICATES PUBLIC UTILITY EASEMENT	P.U.E.
EXISTING WATER	— EX. W —
EXISTING SEWER	— EX. S —
PROPOSED WATER	— W —
PROPOSED SEWER	— S —
PROPOSED ROW	— — — — —
PROPOSED CENTER LINE (ROW)	— — — — —
PROPOSED VALVE	⊙
PROPOSED MANHOLE	⊖
FIRE HYDRANT	⊕
SURFACE DRAINAGE	→



ARROWHEAD SHADOWS
BOOK 508 OF MAPS, PAGE 08, M.C.R.

INSTALL MOUNTABLE CURB FOR FIRE ACCESS

EXHIBIT 1



PRELIMINARY LANDSCAPE PLAN FOR TIERRA BUENA II

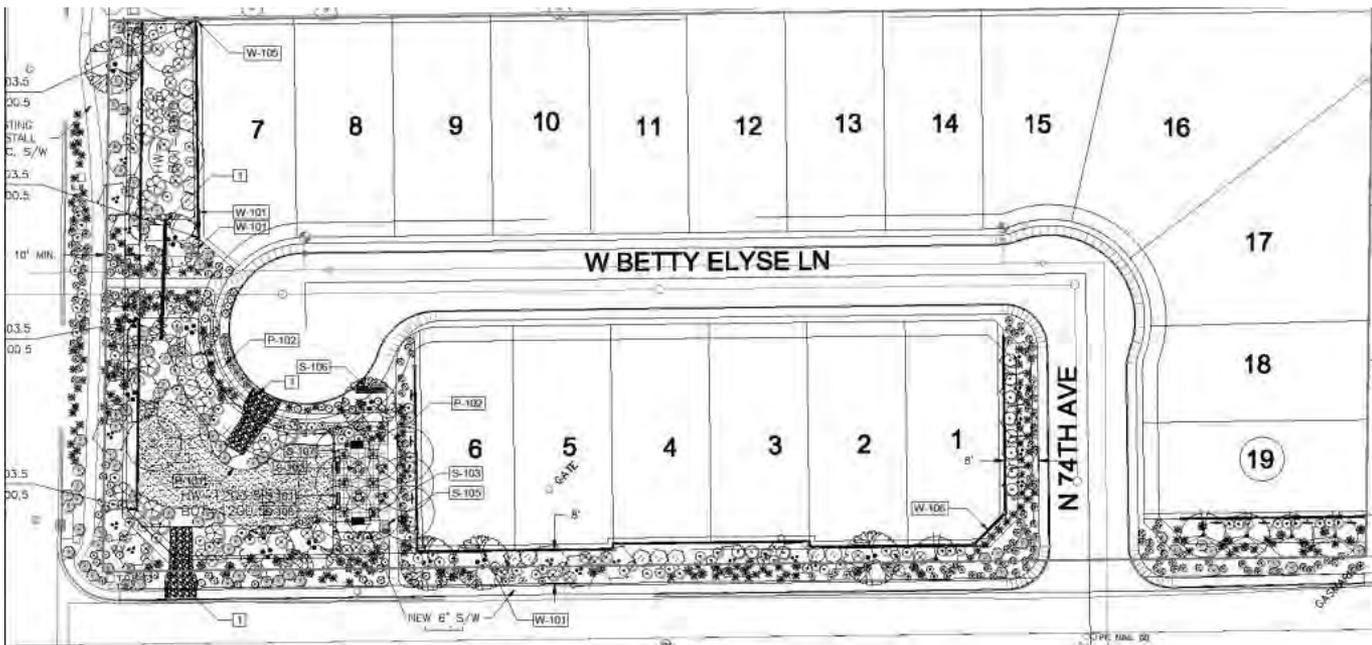
TIERRA NORTE V
ROOK 474 PG 33 M.C.R

PREPARED FOR:
DR. HORTON
20410 N. 19TH AVENUE, SUITE 100
PHOENIX, AZ 85027
PHONE: (480) 486-0509
CONTACT: HILLIARY JAMES

PREPARED BY:
COE & VAN LOG, CONSULTANTS, INC
4050 N. 12TH STREET
PHOENIX, AZ 85014
PHONE: (602) 285-4730
FAX: (602) 285-4731
CONTACT: RYAN WEED, P.E.

PROJECT DESCRIPTION:
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LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 EAST, MARICOPA COUNTY, ARIZONA

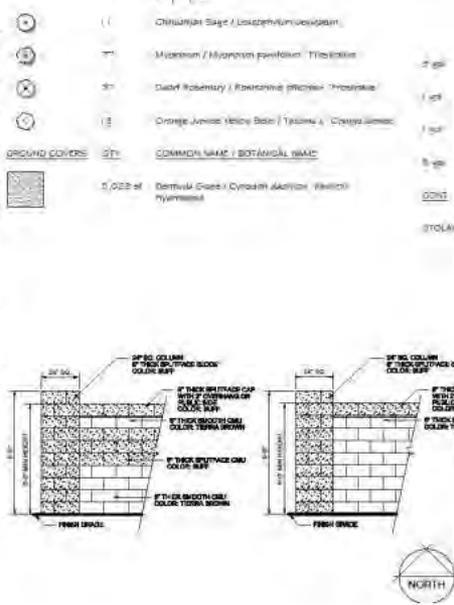


REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
[1]	DRAINAGE STRUCTURE - SEE CIVIL PLANS	
[101]	CONCRETE HEADSTOCK 2' x 4' x 1/2" THICK	477
[102]	CONCRETE SIDEWALK 18" WIDE, MEDIUM BROWN FINISH	
SITE FURNISHING SCHEDULE		
SYMBOL	DESCRIPTION	QTY
[S-101]	6" BENCH SURFACE MOUNT	2
[S-102]	6" PING PONG TABLE - SLEEVED IN GROUND MOUNT	4
[S-103]	SINGLE DECK BBQ GRILL WITH 6" COUNTERTOP - SLEEVED IN GROUND MOUNT	2
[S-104]	36" DIAMETER TRASH RECEPTACLE WITH LID - SLEEVED IN GROUND MOUNT	3
[S-105]	6X2 RACK - IN GROUND MOUNTED LOOPS	1
[S-106]	PROPOSED LOCATION OF PEDESTAL MOUNTED GROUND MAINTENANCE - FINAL LOCATION TO BE DETERMINED BY FIELD OFFICE. COORDINATE LOCATION WITH STREET LIGHTING FOR SAFETY.	
[S-107]	6" SQUARE TREE WELL	4
[S-108]	VANDAL RESISTANT LIGHT BOLLARD WITH SHIELDED LIGHT SOURCE - SEE MODEL 2137 OF SIMILAR	
WALL SCHEDULE		
SYMBOL	DESCRIPTION	QTY
[W-101]	TRIME WALL 6" HIGH MAXIMUM 7" HIGH MAXIMUM (TYPICAL UNLESS OTHERWISE SPECIFIED) MINIMUM 8' COULDES BARRIERS - REFER TO DETAILS FOR FINISH AND OTHER INFORMATION	17' 0" B
[W-102]	PARTIAL VIEW FENCE 6" HIGH MAXIMUM 7" HIGH MAXIMUM (TYPICAL UNLESS OTHERWISE SPECIFIED)	112' 0" B
[W-103]	TRIME COLUMN	112
[W-104]	FARCEL IDENTITY SIGN - SANDBLASTED TILE MOUNTED	

PLANT SCHEDULE

SYMBOL	DESCRIPTION	QTY
[T-101]	Orange Scented Geranium / <i>Leucosiphon leucosiphon</i>	1
[T-102]	Mission / <i>Mycoporum pendulum</i> / <i>Thurstonia</i>	2
[T-103]	Dark Rosemary / <i>Rosmarinus officinalis</i> / <i>Prostratus</i>	1
[T-104]	Orange Juniper Valley Blue / <i>Juniperus</i> / <i>Chrysantha</i>	1
GROUND COVERS		
[G-101]	5,000 sq ft Bermuda Grass / <i>Cynodon dactylon</i> / <i>Hybanthus</i>	5,000
TREES		
SYMBOL	DESCRIPTION	QTY
[T-105]	Sweet Acacia / <i>Acacia nilotica</i> / <i>swainii</i>	10
[T-106]	Koeberlinia / <i>Crotalaria</i> / <i>swainii</i>	5
[T-107]	Orange Scented Geranium / <i>Leucosiphon leucosiphon</i> / <i>Thurstonia</i>	1
[T-108]	Orange Scented Geranium / <i>Leucosiphon leucosiphon</i> / <i>Thurstonia</i>	1
[T-109]	Orange Scented Geranium / <i>Leucosiphon leucosiphon</i> / <i>Thurstonia</i>	1
[T-110]	Orange Scented Geranium / <i>Leucosiphon leucosiphon</i> / <i>Thurstonia</i>	1
[T-111]	Orange Scented Geranium / <i>Leucosiphon leucosiphon</i> / <i>Thurstonia</i>	1
[T-112]	Orange Scented Geranium / <i>Leucosiphon leucosiphon</i> / <i>Thurstonia</i>	1
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LEGEND

EXISTING CONTOUR	1000
SIGHT VISIBILITY LINE	
INDICATES VEHICULAR NON-ACCESS EASEMENT	V.N.A.E.
INDICATES PUBLIC UTILITY EASEMENT	P.U.E.
EXISTING WATER	EX. W
EXISTING SEWER	EX. S
PROPOSED WATER	W
PROPOSED SEWER	S
PROPOSED POW	
PROPOSED CENTER LINE (PDW)	
PROPOSED VALVE	
PROPOSED MANHOLE	
FIRE HYDRANT	
SURFACE DRAINAGE	

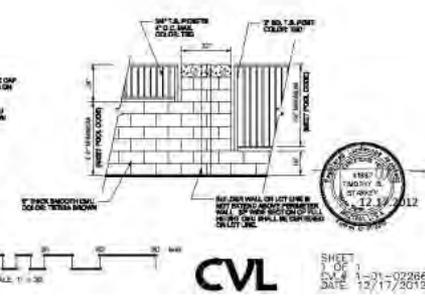


EXHIBIT 1



CVL
SHEET 1 OF 1
DATE 12/11/2012

EXHIBIT 3

Opposition Letter (redacted)

February 27, 2013

RE: Opposition comments regarding Z12-0010 - DR Horton R1-6 Zoning Request for the Northeast Corner of 75th Avenue and Greenway Road

Changing the originally zoning of SR-43, the largest possible single family residential lots, to R1-6, the smallest possible single family residential lots, is unnecessary and not in keeping with surrounding zoning. Zoning on this SR-43 parcel should be R1-10 or R1-12 in keeping with adjacent zoning on the north and south. A review of a zoning map of the area on the east of 75th Avenue shows lot sizes decreasing from larger lots on the south (one acre or more, R1-18, R1-12, R1-10) to smaller lots on the north. Placing R1-6 zoning in the middle of this is not compatible.

The current adjacent developments are -

Zoning on the south across Greenway Road is R1-12 – R1-6 is half the size of these lots
Zoning adjacent on north is R1-10 – R1-6 is 3/5 the size of these lots

This lot was owned by the Greek Orthodox Church which was going to build their church at this location until they decided to build further north. I have been told there was some opposition to the church's development there. However, it would have had less use (occasionally during the week), more open space even if most of it was parking, and less infrastructure use. R1-6 lots significantly increase the building density with increased daily continuous land and infrastructure use. It also reduces the open space, including between houses.

A review of the enclosed Peoria Zoning Map shows zoning between 67th Avenue to 83rd Avenue and Thunderbird Road to the riverbed. Except for two parcels against the river bed which were zoned RM-1 in the 1980's, there isn't another development less than R1-8 north of Acoma Road. Much of the land is in the county with one acre or larger lots. A significant portion is R1-8 to R1-10, with one R1-12 and one R1-18 parcel. R1-6 is not necessary or compatible with any of this zoning, especially with a current zoning of SR-43. This is a prime opportunity to provide larger lots in the City of Peoria than the typical developer request of the smallest sizes the city allows.

There is no need for this R1-6 zoning because of "infill". There is not an infill problem in this area.

Recently DR Horton was approved a R1-6 parcel request on the northwest corner of 75th Avenue and Tierra Buena. This was an improvement from the original C-4 zoning placed on this parcel in the 1980s and the continued battle against high density multi residential housing requests. Prior to DR Horton's request, the last suggested development was for a maximum 22 units per acre apartment complex. However, this current zoning request at 75th Avenue and Greenway Road for R1-6 is not an improvement of the SR-43 (Ranch) zoning and should not be used as a comparison between the two zoning requests.

Two parcels on the north against the river beds (79th Avenue and Greenway Road development and the Running Horse development east of 75th Avenue and north of the irrigation canal) were originally zoned RM-1 in the 1980s. They both have significant road restriction and driveway parking problems. Several cars park on Running Horse (the entry to Z81-10) outside of the development because of the lack of parking in the development itself. I believe there will be parking availability problems in this R1-6 development due to a 53 foot wide lot size. With a driveway taking a significant portion of street access, fire hydrants, Lots 16 & 17 without any street parking and other development restrictions, I question the

safety and ability of parking for the houses in this development. Most homeowners have at least 2 vehicles, many have more than that, and many don't park in their garages. Where will the overflow go?

Also, regarding parking, there should be enough length in the driveway to accommodate large trucks and vans without blocking the sidewalk and extending into the street. In the Running Horse development, large trucks extend across the sidewalk and into the street. I don't know what DR Horton is planning on providing on driveway length, but this should be reviewed prior to approval. This is a significant safety issue.

Using the legally required water retention basin with an added ramada, picnic tables and BBQ grill to allow density over the target of 3.0 units per acre is unacceptable. This parcel should be able to comply without an exception to the rule. DR Horton can eliminate the additional open space and amenities and increase the width of the lots to increase the zoning to R1-10 or R1-12.

Regarding the ramada, picnic tables, and BBQ grill area - this will lead to use by non-residents and increased safety issues due to improper use and easy access at night. It would increase long term costs for police services to this area. It will also cause continuing problems for the adjacent property owner of Lot #6. The Paradise West development to the south has had ongoing teenage drug use in the neighborhood for over 20 years. I believe this open space amenity area would provide a prime spot to engage in illegal behavior especially with its easy access from 75th Avenue. It would be better in the long term to eliminate these amenities. Once again, DR Horton can then decrease the zoning density with the enlarged lot widths.

Increasing the zoning density will not be a financial hardship on DR Horton. Since they are already developing the 75th Avenue and Tierra Buena property, it is most likely that they will have their sales room and model houses on that property. The 75th Avenue and Greenway Road properties can be sold as premier lots because of their larger size, fewer units and more secluded area.

A positive of this development is the landscaping along 75th Avenue and Greenway Road. I especially appreciate the landscaping on Greenway Road as the Maracay development on the west of 75th Avenue was allowed to eliminate it. However, I do suggest that consideration be given to vehicles accessing the retention basin after rain storms. There is a problem in our area with vehicles entering these basins to spin their vehicles around in the mud and water. Landscaping placement to keep vehicles from access the basin should be requested.

Lorna [REDACTED]

ORDINANCE NO 2013-03

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM SUBURBAN RANCH (SR-43) ZONING DISTRICT TO R1-6 SINGLE-FAMILY RESIDENTIAL; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on February 21, 2013 in zoning case Z12-0010 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of the subject parcel as described below from Suburban Ranch (SR-43) zoning district to R1-6 Single-Family Residential as provided in Section 14-39 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on February 1, 2013; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from Suburban Ranch (SR-43) zoning district to R1-6 Single-Family Residential zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall be limited to 19 units.
2. All Engineering Improvement plans shall comply with the City of Peoria requirements. Refer to the Infrastructure Guide.
3. A Final Drainage Report must be submitted with the final plat. Note that the City of Peoria has adopted the Maricopa County Uniform Drainage Design

Standards, Policies and Procedures and Drainage Design Manual for Maricopa County for drainage criteria. Retention must be provided for the 100-year, 2-hour storm event.

4. The final drainage report shall address recommendations of the Area Drainage Master Plan (ADMP) and any impacts identified thereto.
5. Any additional courses of block added to existing walls (as stated on Pre-plat) will need to be verified by a structural engineer to determine if the existing wall will need modification or possibly re-built.
6. Fiber optic conduit along Greenway Road may be required with this site unless CIP construction is ahead of this project.
7. If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The percolation rate shall be tested and the results provided to the City before the drywell is accepted.
8. On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves.
9. The Developer is responsible to submit water and sewer analysis, for the entire site, and necessary documentation required for issuance of the Agreement to serve letter to Maricopa County.
10. The Developer is responsible to provide an Agreement to Install Improvement for the public improvements required by the development. The accompanying financial assurance for subdivision improvements shall be in accordance with City's requirements.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the improvement plans. The streetlights shall also be indicated on the paving or grading plan.
12. The Developer will be responsible to underground any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
13. A Phase 1 Environmental Clearance will be required for all right-of-way to be dedicated to the City.
14. The Developer will be responsible to form a Street Light Improvement District (SLID) for this subdivision. A SLID Assessment Diagram will be required as part of the Final Plat submittal. An example of a diagram is available on disc from the City Engineering Department.
15. The Developer will be responsible to form a Maintenance Improvement District (MID) for this subdivision.
16. The preservative seal required for the new streets shall be applied 1-year after completion of the streets. A fee to cover this cost will be required at the time of the paving permit. The City will determine the amount at the time of permit issuance.
17. Pavement sections shall be verified by the project soils report. The Developer will be responsible to replace all pavement adjacent to the development to the monument line unless, they can demonstrate that the existing pavement meets the City of Peoria's minimum requirements.
18. The Developer will be responsible to verify visibility and sight distance triangles for intersections, driveways, and grade separations.

19. The Development will be responsible to comply with the Phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the improvement plans in accordance with the SWPPP checklist.
20. The Developer shall submit a noise mitigation study to address the anticipated truck traffic on 75th Avenue. All walls shall be designed in accordance with the recommendations of the noise study.
21. The Developer shall dedicate half-street ROW on 75th Avenue (65-foot) along the frontage of the project.
22. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE
23. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
24. Prior to Final Plat recordation, the applicant shall obtain approval of final grading, drainage, utilities, and paving plans in conjunction with a Final Drainage Report and Final TIA. These final plans and reports shall be in conformance with the approved preliminary plans and report. The Final Plat shall be submitted with the first submittal of the improvement plans. The Final Plat shall be approved prior to permits being issued for the site.
25. All subdivisions shall submit a local street signing plan with the first submittal of the improvement plans.
26. A signing plan for off-site improvements is required for this project and must be submitted with the first submittal of the improvement plans.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 9th day of April, 2013.

Bob Barrett, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times

Pub. Dates: April 12, 2013 and April 19, 2013

Effective Date:

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3
NORTH, RANGE 1 EAST, MARICOPA COUNTY, ARIZONA

APN: 200-52-017E

EXHIBIT B
Map



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 20R

Date Prepared: February 28, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Funding Appropriation for Economic Analysis of Peoria Sports Park

Purpose:

This is a request for the City Council to appropriate funding for the economic analysis of the Peoria Sports Park project for a not-to-exceed amount of \$150,000.

Background/Summary:

The City of Peoria solicited proposals from consulting firms with experience in real estate development and/or venture capital investment to review and advise the city on a variety of financial documents and proposals including the redevelopment of city property into a mixed-used development, and to establish the accuracy and cost reasonableness of submitted proposals. Ernst and Young is the consultant that won the award.

The consultant's first project will be the fiscal and economic analysis on the performance of the Peoria Sports Park planned redevelopment project as it relates to project feasibility and public benefit. This analysis will be based on construction and operating pro formas, rent rolls, Letters of Intent from tenants to occupy 80% of leased space, an approved tenant mix matrix, and other documents from the developer.

Previous Actions:

The City Council approved a ground lease for the Peoria Sports Park Project on January 22, 2013. This analysis was listed as the first "next step" on this project.

Options:

A: Authorize the use of Economic Development Opportunity fund contingency in the amount of \$150,000 for the economic analysis of this project. This will initiate a consulting contract with Ernst and Young to review and analyze the Peoria Sports Park Project as it relates to project feasibility and public benefit.

B: Reject the appropriation request. This means we will not be able to evaluate the economics of the Peoria Sports Park Project.

Staff's Recommendation:

Staff requests that the Mayor and Council approve the use of the Economic Development Opportunity funds and a budget transfer in the amount of \$150,000 from the Economic Development Opportunity contingency account 1900-1900-570000 to the Other Professional Service account 1900-1900-520099.

Fiscal Analysis:

Funding for this contract is available in the Economic Development Opportunity Fund. If approved, these funds will support the Peoria Sports Park Mixed Use Redevelopment Project.

Contact Name and Number: Maria Laughner, 623-773-5121

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 21R

Date Prepared: February 28, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: City Council authorization to extend the existing Exclusive Negotiating Agreement with Emerald Yard, LLC for the development of the Rovey Industrial Park in Southern Peoria

Purpose:

This is a request for the City Council to extend the Exclusive Negotiating Agreement with Emerald Yard, LLC for the development of the Rovey Industrial Park in Southern Peoria (see Exhibit A).

Background/Summary:

The Economic Development Services Department (EDS) has been working with the Rovey Family and Jacobs Engineering to build a rail spur in order to create a rail-served industrial park in southern Peoria. Various City Departments, including EDS, Engineering, City Attorney, as well as the Planning Department are part of a city cross-functional team to move this project forward.

The land around the proposed rail spur is owned by the Rovey family and is currently being used for agricultural purposes. The proposed industrial park would encompass a total of 328 vacant acres, 128 acres of which are currently in the city, with 200 acres in the county. The area for the industrial park is adjacent to the existing Peoria Industrial Park and within a larger area designated in the General Plan for industrial uses. An important aspect to this concept is that water in this area is abundantly available and the proposed industrial park would be adjacent to an electric generating facility. All of these factors make this project feasible and attractive.

The rewards of a rail-served industrial park are numerous. There were 35 GPEC prospects alone over the past 5 years that required rail service; the city of Peoria was not competitive for any of these because there are no rail-served industrial properties available at present. These prospects were from the following industries: transportation, standard manufacturing, solar and environmental technologies, food fiber and natural products, as well as plastics and advanced composites.

Below are the **average** parameters for these prospects:

- 30 acres of land
- 100,000 SF of space or more (25% over past 5 years were looking to build)
- \$25 million capital investment
- 100 jobs

The economic impact model for a medium sized project (75 jobs, \$35,000 avg. salary, \$17 M capital investment, 100,000 SF building build-to-suit) is the following:

	1-Year Impact	10-Year Impact
Direct Personal Income ¹	\$1,208,925	\$12,089,252
Direct Economic Output ²	\$9,439,970	\$94,399,701
Direct Revenue ³	\$369,395	\$1,956,044
Indirect Revenue ⁴	\$52,087	\$520,870
Total Revenue	\$421,482	\$2,476,915

GPEC Economic Impact Modeling July 2011

In the prior ENA term, the Rovey and city team completed a design survey incorporating existing as-builts, preliminary engineering for the railroad crossing of 75th Avenue, and a master plan of the industrial park. This extension allows for the working group to address concerns regarding the ultimate build out of 75th Avenue, as well as complete the application to the Arizona Corporation Commission for the railroad crossing of 75th Avenue.

Previous Actions:

This project was presented to City Council at a study session on October 18, 2011. The original ENA was approved on February 7, 2012.

Options:

A: Approve the request to enter into an ENA with Emerald Yard, LLC. This action will continue the project and lead towards a potential development agreement for the Rovey Industrial Park.

B: Reject the request to enter into an ENA with Emerald Yard. This action will terminate the project.

¹ Payroll of the company

² The value of goods and services produced by the company

³ Revenue to the city from the company and its employees. This includes sales tax, property tax, utility tax, state shared revenues and any other local revenues.

⁴ The same as direct revenue but for the suppliers and consumers generated from the company.

Staff's Recommendation:

Authorize the City Manager to extend the Exclusive Negotiating Agreement with Emerald Yard, LLC for the development of the Rovey Industrial Park in southern Peoria.

Fiscal Analysis:

This ENA has a proposed 50/50 cost share with Emerald Yard LLC for pre-design services (which would encompass financial analysis, appraisals and land planning) not to exceed \$50,000 in contribution from the city. To date, \$9,100 has been used to pay for a Right-Of-Way Boundary Base map, design survey and pot-holing services. The remaining \$40,900 will be available from the Business and Real Estate Development, Other Professional Services Account 1000-0352-520099 which was created for this project in FY2012.

Exhibits:

Exhibit A: Exclusive Negotiating Agreement

**EXCLUSIVE NEGOTIATION AND PRE-DESIGN SERVICES AGREEMENT
FOR DEVELOPMENT OF INDUSTRIAL PARK IN SOUTHERN PEORIA**

This Exclusive Negotiation and Pre-Design Services Agreement for the Development of an Industrial Park in Southern Peoria (this "Agreement") is entered into this ___ day of _____, 2013 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona charter municipal corporation (the "City"), and EMERALD YARD LLC, an Arizona limited liability company ("Emerald"), on the terms and conditions set forth below. The City and Emerald may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City desires to have a major industrial park in Section 35 north of Northern Avenue between 75th and 83rd Avenues;

WHEREAS, Emerald is interested in developing a major industrial park on land that it owns located in Section 35 north of Northern Avenue between 75th and 83rd Avenues;

WHEREAS, the City and Emerald are interested in exclusively negotiating with each other for the purpose of developing an industrial park in Section 35 north of Northern Avenue between 75th and 83rd Avenues ("Project"); and

WHEREAS, the City and Emerald desire to establish a period of time during which the Parties will exclusively negotiate with each other in good faith and engage consultants to perform specified pre-design services to establish the Project structure, site planning, marketing and master planning, and any other related and necessary documents to finalize the Project development concept.

WHEREAS, the City and Emerald will work collaboratively through pre-development issues that may lead to the creation of a development program implementation and a potential opportunity for a land development partnership with a bona fide industrial developer.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Good Faith Negotiation

The Parties agree, during the Term (as defined in Section 3 below), to work in good faith and full coordination to analyze, assess, and determine the feasibility of developing the Project.

2. Confidentiality

In this Agreement, "Confidential Information" means information relating to the services, ideas, business, personnel, trademarks, copyrights, intellectual property or commercial activities of Emerald, which information is not generally known to the public and either derives economic value, actual or potential, from not being generally known, or has a character such that the possessor or owner has a legitimate interest in maintaining its secrecy.

"Confidential Information" also includes information provided by the City to Emerald, such as City information that is not otherwise a public record.

The City agrees that all documents given to it by Emerald related to implementation of the Project will be considered Confidential Information, whether or not so marked with any proprietary notice or legend when the disclosure takes place. Such documents shall not be disclosed by the City or any of its officers, employees, or agents to any third party, absent prior written consent by Emerald, unless such disclosure is or would be required pursuant to the Arizona Public Records Law (see Arizona Revised Statutes, Title 39, Chapter 1, Article 2) or by a court order. In such event, the City will promptly notify Emerald that disclosure is required by the Public Records Law or a court order.

Emerald agrees that it will not disclose any Confidential Information it receives from the City to any third party and shall not use any such information to further development of an industrial park in any other Arizona city or county.

The Parties acknowledge and agree that the Confidential Information that is disclosed to them, or that they acquire, see, or learn of as a direct or indirect consequence of the matters contemplated herein, and all dealings and transactions that follow or result from such matters, are the exclusive property of the other Party, and agree that they will keep that information strictly confidential, as required by this Agreement.

3. Term

This Agreement shall commence upon the date the City approves and both Parties have executed this Agreement (the "Effective Date") and shall automatically terminate one calendar year (365 days) thereafter (the "Term"). The Parties agree to negotiate diligently and in good faith and conduct due diligence activities during the Term and any extension(s) thereof mutually agreed upon in writing by the Parties. The Parties also agree to provide progress reports to each other and to otherwise regularly communicate with each other as they undertake and perform their respective obligations under this Agreement. The Parties further agree to provide any and all reasonably requested information pursuant to a request by one Party to the other. Any information provided shall be true, correct, and complete and shall not state, or omit, any information that would render the remaining information untrue or misleading.

4. Breach, Cure, Remedies, and Termination

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the ten (10) business day time period and thereafter diligently pursue the cure to completion.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Section 4(a) above, the Parties agree that the Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Section 4(a) and (b) above, (i) each Party shall also have the right to terminate this Agreement in the event that any or both of the Parties determine that an impasse has been reached in negotiations under this Agreement, in the determining Party's sole and unreviewable discretion; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; and (iii) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, and, upon the delivery of

a valid notice of termination in compliance with this Agreement, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

5. Joint Project Feasibility and Development Issues

(a) The Parties shall use their collective good faith efforts to cooperatively achieve, determine, or identify the following:

- (i) Preliminary engineering for the ultimate build out of 75th Avenue to include any additional lanes ("Road Design").
- (ii) Application to the Arizona Corporation Commission for the railroad crossing of 75th Avenue ("ACC Application").

(b) Emerald shall contract with consultants to perform the Road Design. In order for the City to participate in the funding of consultants pursuant to Section 7 and prior to a consultant starting work on the Road Design, Emerald shall provide to the City a Scope of Work with a cap on the total cost of the Road Design. If the City approves the Scope of Work, then the City shall participate in the consultant's funding pursuant to Section 7. The Scope of Work shall not be changed without the written concurrence of both Parties. The Road Design shall be completed in a timely manner consistent with the Scope of Work. The consultant or Emerald shall share with the City any written reports or other documents produced for the Road Design.

(c) Upon completion of a Road Design that meets the City's engineering standards, both parties will move forward on the ACC Application for the railroad crossing.

6. Joint Cooperative Efforts

(a) The City shall provide to Emerald any existing studies or reports regarding this Project.

(b) The City shall prioritize and quickly review submitted site plan entitlement, building, engineering, utility, and other submittals by Emerald to ensure prompt review and comment.

(c) The City and Emerald shall work closely and cooperatively to address the issues raised during the Term of this Agreement to assess quickly the Project's feasibility, and upon such determination of feasibility, both Parties will negotiate in good

faith both an Easement and Maintenance Agreement and Development Agreement for City Council consideration.

7. Costs and Expenses

(a) The Parties shall share equally (50%-50%) the costs of Pre-Design Services. The city's contribution will not exceed \$50,000.

(b) When Emerald receives a billing invoice for Pre-Design Services, Emerald shall provide the invoice to the City for the City to pay 50% of the invoice within 30 days of receipt of such invoice. Alternatively, Emerald may pay 100% of the billing invoice and the City will reimburse Emerald for 50% of the invoice within 30 days after receipt of written request for such.

8. City Retention of Legislative Authority and Discretion

(a) The Parties understand and agree that by entering into this Agreement, the City is not thereby contractually obligating the Peoria City Council to take any legislative action(s) in furtherance of the Project; rather, the City is obligated to proceed in good faith and with due diligence and work cooperatively with Emerald to timely present any necessary legislative approvals for the Project to the Peoria City Council for its consideration and possible approval.

(b) The Parties further understand and agree that the City reserves its right to exercise its discretion as to all matters which it is, by law, entitled or required to exercise its discretion, including legislative matters, such as approval of a Development Agreement, final approval of a development plan for the Project, approval of any and all plans or permits, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any Department thereof.

(c) The Parties also understand and agree that by its execution of this Agreement, the City is not committing itself, or agreeing to undertake any activity requiring the subsequent exercise of discretion by the City or any Department thereof, including, but not limited to, the approval and execution of a Development Agreement, approval of any land use regulation governing the Project property, the provision of financial assistance for the development of the Project, the authorization or obligation to use the City's eminent domain authority, or any other such action. The City's execution of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to approval of a Development Agreement and all proceedings and decisions in connection therewith.

9. Assignment

No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, Emerald may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which Emerald owns the majority beneficial interest and has operational control.

10. Representations and Warranties

(a) Emerald represents and warrants that it is an Arizona limited liability company and is in good standing in the State of Arizona.

(b) Emerald represents and warrants that the person(s) executing this Agreement on its behalf has full right, power, and authority to execute this Agreement and bind Emerald hereunder.

12. General Provisions

(a) **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) **Specific Performance as Exclusive Remedy.** Subject to the Parties right to terminate this Agreement in accordance with Section 4 above, the Parties exclusive remedy for an uncured breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall the Parties have the right, and the Parties expressly waive the right to, seek monetary damages of

any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the Parties under this Agreement or any action related to this Agreement.

(d) **Indemnity.** Each Party hereto (an “Indemnifying Party”) shall indemnify, protect, defend, and hold harmless the other Party to this Agreement and its officials, officers, directors, employees, representatives, and agents (collectively, “Indemnified Parties”) from and against any and all challenges to this Agreement by the Indemnifying Party or by any third party claiming through the actions of the Indemnifying Party, and any and all losses, liabilities, damages, claims or costs (including reasonable attorneys’ fees) (collectively, the “Losses”) arising from the negligent acts, errors, or omissions and willful misconduct with respect of the obligations of the Indemnifying Party, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the Indemnified Party. This indemnity obligation in connection with events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) **Notices, Demands, and Communications between the Parties.** All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

City: City Manager
City of Peoria
8401 W. Monroe Street
Peoria, Arizona 85345

With copy to: Scott Whyte, Economic Development Services
Director
City of Peoria
9875 N. 85th Avenue
Peoria, Arizona 85345
scott.whyte@peoriaaz.gov

With copy to: Stephen M. Kemp, City Attorney
City of Peoria

8401 W. Monroe Street
Peoria, Arizona 85345
steve.kemp@peoriaaz.gov

Emerald: Emerald Yard LLC
1785 W. State Route 89A, Suite 3-I
Sedona, AZ 866336

With copy to: Ronald N. Rovey
1785 W. State Route 89A, Suite 3-I
Sedona, AZ 86336


Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the third business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) **Nonliability of Officials and Employees.** No elected official, director, officer, or employee of the City or Emerald shall be personally liable under this Agreement in the event of any default or breach by a defaulting Party or for any amount, which may become due to the non-defaulting Party or on any obligations under the terms of this Agreement.

(g) **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) **Entire Agreement, Waivers, and Amendments.** This Agreement and the Non-Disclosure Agreement integrate all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Emerald.

(i) **Counterparts; Signatures.** This Agreement may be executed in counterparts, each of which, after both Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) **Severability.** In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) **Time is of the Essence.** Time is of the essence for each of the Parties' obligations under this Agreement.

(m) **Recitals.** The recitals set forth above are incorporated herein by this reference.

(n) **Attorneys' Fees.** The prevailing Party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of the City and Emerald. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) **No Partnership or Joint Venture.** Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and Emerald have signed this Agreement on the respective dates set forth above.

CITY OF PEORIA, ARIZONA, an Arizona
charter municipal corporation

By: _____
Carl Swenson, City Manager

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2013, by Carl Swenson, City Manager for the City of Peoria, Arizona, an Arizona charter municipal corporation.

Notary Public

My Commission Expires:

EMERALD YARD LLC, an Arizona limited liability company

By: Rovey Management Company

Its: Managing Member

By

[Redacted Signature]

Title:

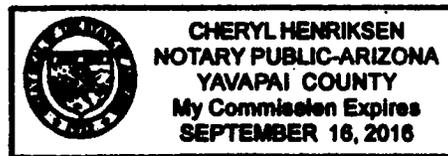
Manager

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing Agreement was acknowledged before me this 5th day of March, 2013, by Ronald N. Rovey, President of Rovey Management Company, an Arizona corporation, which is the Managing Member of Emerald Yard LLC, an Arizona limited liability company, for and on behalf of the company.

[Redacted Signature]
Notary Public

My Commission Expires: 9-16-16



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 22R

Date Prepared: March 7, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: City Council authorization to enter into an Exclusive Negotiating Agreement (ENA) with Copper Cactus Distillery

Purpose:

This is a request for the City Council to approve an Exclusive Negotiating Agreement (ENA) with Copper Cactus Distillery (Copper Cactus) for the development of a distilled spirits manufacturing facility in Old Town, Peoria.

Background/Summary:

Matt Bingham of Copper Cactus first contacted the City in June 2012 in regards to opening a manufacturing distillery in the Old Town area. His particular interest is in the city-owned property at 8307 W. Washington Street (old Firehouse No. 1).

Copper Cactus will make master-crafted spirits for distribution to local restaurants, retailers, and individuals. The facility will include a small tasting room along with the manufacturing component. The company first visited Firehouse 1 nine months ago, and remains very interested in the Old Town area. Copper Cactus has received the attached Property Condition Assessment Report which includes the Firehouse No. 1 property.

The purpose of the ENA is to provide all parties with freedom to explore the opportunity in depth, including such elements as:

- Conceptual site plan or floor plan development;
- Financial obligations and ability to operate; and
- City investment and return on investment determination as to the ultimate financial feasibility of the project.

Previous Actions:

There have been no previous Council actions.

Options:

A: **Approve the request to enter into an ENA with Copper Cactus Distillery.** This action will continue the endeavor to locate Copper Cactus in Peoria.

B: **Reject the request to enter into an ENA with Copper Cactus Distillery.** This action will terminate the project.

Staff's Recommendation:

Authorize the City Manager to enter into an Exclusive Negotiating Agreement with Copper Cactus Distillery for the development of distilled spirits manufacturing facility in Peoria.

Fiscal Analysis:

This ENA represents no fiscal impact to the city.

Exhibits:

Exhibit A: Exclusive Negotiating Agreement

Exhibit B: Property Condition Assessment Report

Contact:

Debbie Pearson 623-773-5210

**EXCLUSIVE NEGOTIATION AGREEMENT
FOR DEVELOPMENT OF A DISTILLED SPIRITS MANUFACTURING FACILITY IN
THE PEORIA OLD TOWN FIREHOUSE**

This Exclusive Negotiation Agreement for the Development of a distilled spirits manufacturing facility in Peoria (this "Agreement") is entered into this _____ day of _____ 2013 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona charter municipal corporation (the "City"), and COPPER CACTUS DISTILLERY, a limited liability corporation ("Copper Cactus"), on the terms and conditions set forth below. The City and Copper Cactus may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Copper Cactus is interested in developing a distilled spirits manufacturing facility in the City for the production of alcoholic beverages such as whiskey, vodka, and gin.

WHEREAS, the Parties are interested in exclusively negotiating with each other for the purpose of locating a distilled spirits manufacturing facility ("the Project") within the City.

WHEREAS the Project is anticipated to repurpose the Washington Street Firehouse in Old Town, which is a vacant and underutilized property in the City.

WHEREAS, the Parties desire to establish a period of time during which they will exclusively negotiate with each other in good faith to establish the Project structure, site planning, operating pro formas, development pro formas, and any other related and necessary documents to finalize the Project development concept and determine feasibility (financial and otherwise).

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Good Faith Negotiation

The Parties agree, during the Term (as defined in Section 3 below), to negotiate diligently and in good faith to analyze, assess, and determine the feasibility of developing the Project.

2. Confidentiality

In this Agreement, "Confidential Information" means information relating to the services, ideas, business, personnel, trademarks, copyrights, intellectual property or commercial activities of Copper Cactus, which information is not generally known to the public and either derives economic value, actual or potential, from not being generally known, or has a character such that the possessor or owner has a legitimate interest in maintaining its secrecy.

"Confidential Information" also includes information provided by the City to Copper Cactus, such as City information that is not otherwise a public record.

The City agrees that all documents given to it by Copper Cactus related to implementation of the Project will be considered Confidential Information, whether or not so marked with any proprietary notice or legend when the disclosure takes place. Such documents shall not be disclosed by the City or any of its officers, employees, or agents to any third party, absent prior written consent by Copper Cactus, unless such disclosure is or would be required pursuant to the Arizona Public Records Law (see Arizona Revised Statutes, Title 39, Chapter 1, Article 2) or by a court order. In such event, the City will promptly notify Copper Cactus that disclosure is required by the Public Records Law or a court order.

Copper Cactus agrees that it will not disclose any Confidential Information it receives from the City to any third party and shall not use any such information to further development of a distilled spirits manufacturing facility in any other Arizona city or county.

The Parties acknowledge and agree that the Confidential information that is disclosed to them, or that they acquire, see, or learn of as a direct or indirect consequence of the matters contemplated herein, and all dealings and transactions that follow or result from such matters, are the exclusive property of the other Party, and agree that they will keep that information strictly confidential, as required by this Agreement.

3. Term

This Agreement shall commence upon the date the City approves and both Parties have executed this Agreement (the "Effective Date") and shall automatically terminate one hundred and eighty days (180 days) thereafter (the "Term"). The Parties agree to negotiate diligently and in good faith and conduct due diligence activities during the Term and any extension(s) thereof mutually agreed upon in writing by the Parties. The Parties also agree to provide progress reports to each other and to otherwise regularly communicate with each other as they undertake and perform their respective obligations under this Agreement. The Parties further agree to provide any and all reasonably requested information pursuant to a request by one Party to the other. Any information provided shall be true, correct, and complete and shall not state, or omit, any information that would render the remaining information untrue or misleading.

4. Breach, Cure, Remedies, and Termination

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the ten (10) business day time period and thereafter diligently pursue the cure to completion.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Section 4(a) above, the Parties agree that the Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Section 4(a) and (b) above, (i) each Party shall also have the right to terminate this Agreement in the event that any or both of the Parties determine that an impasse has been reached in negotiations under this Agreement, in the determining Party's sole and unreviewable discretion; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. §38-511; and (iii) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, and, upon the delivery of a valid notice of termination in compliance with this Agreement, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

5. Joint Project Feasibility and Development Issues

During the Term of this Agreement and any extensions thereof, the Parties shall use their collective good faith efforts to cooperatively achieve, determine or identify the following:

(a) Identification of the site requirements the existing structure would need in order to function for the intended purpose.

(b) The necessary land use, zoning considerations and permitting needed or required to support the proposed Project, as well as the necessary or required infrastructure, including but not limited to water, sewer, grading, drainage, and utilities.

(c) A construction and financing plan and pro forma analysis for the Project that describes the construction period and also includes, but is not limited to, a detailed project financing plan that clearly shows how the Project will be financed through every phase of development and that specifies the expectations for the Parties regarding roles, conditions, and timing related to financing.

6. Joint Cooperative Efforts

(a) The City will provide to Copper Cactus any existing studies or reports in the City's possession regarding this Project.

(d) The City and Copper Cactus shall work closely and cooperatively to address the issues raised during the Term of this Agreement to quickly assess the Project's feasibility including but not limited to analyzing land use, zoning and permitting issues as well as other reasonable building, engineering and utility issues that might be relevant to a future Development Agreement.

7. Costs and Expenses

(a) Copper Cactus shall pay all costs actually incurred by it or by its consultants and/or agents or successors in interest in performing its obligations under this Agreement.

(b) City shall bear all costs and expenses related to its title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses, and other analyses or activities performed by it in fulfilling its obligations under this Agreement.

8. City Retention of Legislative Authority and Discretion

(a) The Parties understand and agree that by entering into this Agreement, the City is not thereby contractually obligating the Peoria City Council to take any legislative action(s) in furtherance of the Project; rather, the City is obligated only to proceed in good faith and with due diligence to work cooperatively with Copper Cactus to, if deemed feasible by the Parties, timely present any necessary legislative approvals for the Project to the Peoria City Council for its consideration and possible approval.

(b) The Parties further understand and agree that the City reserves its right to exercise its discretion as to all matters to which it is, by law, entitled or required to exercise its discretion, including, but not limited to, legislative matters, final approval of a development plan for the Project, approval of any and all plans and/or permits, and/or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any Department thereof.

(c) The Parties also understand and agree that by its execution of this Agreement, the City is not committing itself, or agreeing to undertake any activity requiring the subsequent exercise of discretion by the City or any Department thereof, including, but not limited to, the approval and execution of a Development Agreement, approval of any land use regulation governing the Project property, the provision of financial assistance for the development of the Project, the authorization or obligation to use the City's eminent domain authority, or any other action. The City's execution of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof.

9. Assignment

No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, Copper Cactus may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which Copper Cactus owns the majority beneficial interest and has operational control.

10. Representations and Warranties

(a) Copper Cactus represents and warrants that it is a limited liability corporation authorized to do and doing business in the State of Arizona duly formed and

validly existing under the laws of the State of Arizona and is in good standing in the State of Arizona.

(b) Copper Cactus represents and warrants that the person(s) executing this Agreement on its behalf has full right, power, and authority to execute this Agreement and bind Copper Cactus hereunder.

11. General Provisions

(a) **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County, Arizona, Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) **Specific Performance as Exclusive Remedy.** Subject to the Parties right to terminate this Agreement in accordance with Section 4 above, the Parties exclusive remedy for an uncured breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall the Parties have the right, and the Parties expressly waive the right to, seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the Parties under this Agreement or any action related to this Agreement.

(d) **Indemnity.** Each Party hereto (an "Indemnifying Party") shall indemnify, protect, defend, and hold harmless the other Party to this Agreement and its officials, officers, directors, employees, representatives, and agents (collectively, "Indemnified Parties") from and against any and all challenges to this Agreement by the Indemnifying Party or by any third party claiming through the actions of the Indemnifying Party, and any and all losses, liabilities, damages, claims or costs (including reasonable attorneys' fees) (collectively, the "Losses") arising from the negligent acts, errors, or omissions and willful misconduct with respect of the obligations of the Indemnifying Party, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the Indemnified Party. This indemnity obligation in connection with events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) **Notices, Demands, and Communications between the Parties.** All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by

mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City:

Carl Swenson, City Manager
City of Peoria
8401 W. Monroe Street
Peoria, Arizona 85345

With copy to:

Scott Whyte, Economic Development Services Director
City of Peoria
9875 N. 85th Avenue
Peoria, Arizona 85345
scott.whyte@peoriaaz.gov

With copy to:

Stephen M. Kemp, City Attorney
City of Peoria
8401 W. Monroe Street
Peoria, Arizona 85345
steve.kemp@peoriaaz.gov

Copper Cactus:

Matthew G. Bingham
Copper Cactus Distillery
7429 N. 85th Drive
Glendale, Arizona 85305
ccdspirits@cox.net

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) **Nonliability of Officials and Employees.** No elected official, director, officer, or employee of the City or Copper Cactus shall be personally liable under this Agreement in the event of any default or breach by a defaulting Party or for any amount which may become due to the non-defaulting Party or on any obligations under the terms of this Agreement.

(g) **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) **Entire Agreement, Waivers, and Amendments.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Copper Cactus.

(i) **Counterparts; Signatures.** This Agreement may be executed in counterparts, each of which, after both Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) **Severability.** In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) **Time is of the Essence.** Time is of the essence for each of the Parties' obligations under this Agreement.

(m) **Recitals.** The recitals set forth above are incorporated herein by this reference.

(n) **Attorneys' Fees.** The prevailing Party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of the City and Copper Cactus. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) **No Partnership or Joint Venture.** Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

IN WITNESS WHEREOF, the City and Copper Cactus have signed this Agreement on the respective date set forth above.

CITY OF PEORIA, ARIZONA, an Arizona charter municipal corporation

Carl Swenson, City Manager

ATTEST:

Rhonda Geriminsky, Acting City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

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**Property Condition Assessment
Old Town Peoria
Peoria, Arizona**



Prepared for:



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September 27, 2012



Expires 12-31-2012

**Property Condition Assessment
Old Town Peoria
Peoria, Arizona**

September, 2012

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Section 1: Executive Summary

SiteTek Financial Arts was commissioned by the City of Peoria in August 2012 to conduct a comprehensive property condition assessment of the following three buildings located in Old Town Peoria.

1. Peoria Fire Station No. 1, 8307 Washington St.
2. Old Administration Building, 8315 Washington St.
3. Lighthouse Apostolic Ministry, 8319 Washington St.

1.1 Condition Assessment Process

The goal of the assessment is to identify needed improvements to update the buildings to a condition that meets all current local building codes. The city plans to upgrade the buildings' infrastructure only in order to facilitate further tenant improvements by a future commercial occupant. Improvements recommended in this report will focus on the building shell, systems and site work needed to make these buildings viable and adaptable commercial structures. At this time, there are no specific planned uses for the structures. This report estimates the total project cost of recommended improvements, including but not limited to design, permitting and construction. The following tasks were completed as described in the scope of work:

- Task 1: Data Collection and Project Initiation
- Task 2: Property Condition Assessment
- Task 3: Develop Improvement Options
- Task 4: Cost Estimating and Scheduling
- Task 5: Report Preparation

Based on input received from City of Peoria staff at the Project Kick-off Meeting held on August 9, 2012, the recommendations were prioritized into the following categories:

1. Necessary / Essential Upgrades

All baseline requirements to meet current building and life safety codes and any immediate work required to stabilize, weatherproof and secure the building exterior. This option provides a "gutted" shell with basic services available ready for future tenant improvements. Typical upgrades include:

- a. Demolition of interior partitions
- b. Repair, replace & insulate roof
- c. Patch & paint exterior
- d. Repair windows
- e. Structural repairs
- f. Provide HVAC equipment
- g. Install fire protection (sprinkler) system
- h. Provide electrical service & emergency lighting
- i. Provide stub-in for water / sewer

2. Recommended Upgrades

Additional interior fit up to provide a finished, open space allowing the City to lease an open space for general use (see article in Appendix) with minimal improvements required by the tenant.

- a. Fur out exterior walls for addition insulation
- b. Install 2x4 lay-in ceiling

- c. Install carpet or vinyl flooring
- d. Install ADA accessible restrooms
- e. Install security system
- f. Seal & re-stripe parking lot between Fire Station No. 1 & Old Administration Building

3. Optional / Suggested Improvements

Additional improvements that would improve the quality of the building or might be required by specific uses (i.e. gas service for a restaurant)

- a. Replace windows with insulated glazing
- b. Reconnect gas service
- c. Underground electrical service
- d. Upgrade electrical service to 3 phase
- e. Install manual fire alarm system

The property survey was conducted on August 14, 2012 by a team of engineers, architects and cost estimators made up of the following staff:

- John Pucetas, AIA, Project Manager, Architectural
- Jason Hale, PE, Structural
- Bob Burgess, PE, Mechanical, Plumbing & Fire Protection
- Jack Cornell, PE, Electrical & Communications
- Bill Green, MRICS, Cost Estimating

The SiteTek team was accompanied and guided during the survey by Robert Patterson, Facilities Maintenance Supervisor and members of his staff. This condition assessment is based on visual observation, no testing, dismantling or operating of equipment or systems was performed. This evaluation did not include engineering calculations to determine the adequacy of the design of the original facilities. The following condition grade definitions were used in assessing the buildings:

A = Like new condition. Majority of useful life span remains. "Excellent"

B = Good condition. Over half of useful life span remains. "Good" or B+ "Very Good"

C = Average condition. Less than half of useful life span remains. "Average", "Fair", or C+ "Above Average", C- Workable (Serviceable) Condition. May be past assigned useful life, but still working

D = Poor condition. Past assigned useful life. Failure is not critical. "Poor" or "Problematic"

F = Critical condition. Needs immediate attention. "Failing" or "Critical".

Table 1.2: Property Condition Assessment Summary

The following table summarizes the condition grades assigned to each of the building elements in the assessment:

Building Element	Fire Station No. 1	Old Administration Building	Lighthouse Church
Exterior Closure	C	C	D
Roofing	C+	F	F
Interior Construction	D	C-	C
Interior Finishes	D	C-	C
Foundations	B	C	C
Exterior Walls	C	C+	D
Superstructure	C+	C+	D to F
Plumbing	C	C	C+

HVAC	F	F	A
Fire Protection	F	F	F
Electrical Service & Distribution	B	B	C
Interior Lighting	D	D	D
Branch Circuits	C	C	C
Communication & Security Systems	C	B	B
Special Electrical Systems	D	D	C
Site Improvements	C	C	C
Site Civil / Mechanical Utilities	B water D sanitary	C	C+
Site Electrical Distribution	C	F	D
Exterior Lighting	C	C	C
Exterior Communications & Security	B	C	B

Table 1.3: Property Condition Assessment Estimate Summary

The following table summarizes the estimated costs of the proposed recommendations. All estimates are in current, September 2012 dollars. Detailed cost estimates are included in Section 2 of this report. Estimated costs are also summarized by trade for each building.

Buildings	Necessary / Essential	Recommended	Optional / Suggested	Total Estimated Cost (incl. fees, permits & hazmat report)
Fire Station No. 1	\$ 204,450	\$ 178,159	\$ 139,011	\$ 603,046
Old Administration Building	\$ 259,712	\$ 164,465	\$ 85,594	\$ 589,420
Lighthouse Church	\$ 274,404	\$ 187,871	\$ 66,425	\$ 611,188
Sitework	\$ 0	\$ 28,441	\$ 0	\$ 32,707
TOTAL COSTS				\$ 1,836,360

1.4 Preliminary Schedule:

Design, permitting and construction durations will be dependent on which of the options are chosen for which buildings. The following is a preliminary schedule range.

Necessary / Essential Option Only for all Three Buildings: approximately 8-9 months

Design: 30-60 days
 Bid / Permit: 60 days
 Construction: 120-150 days

All Options for all Three Buildings: approximately 11-12 months

Design: 60-90 days
 Bid / Permit: 60 days
 Construction: 150-180 days

Economies of scale in time and construction cost would be achieved by combining multiple options and buildings into one construction contract.

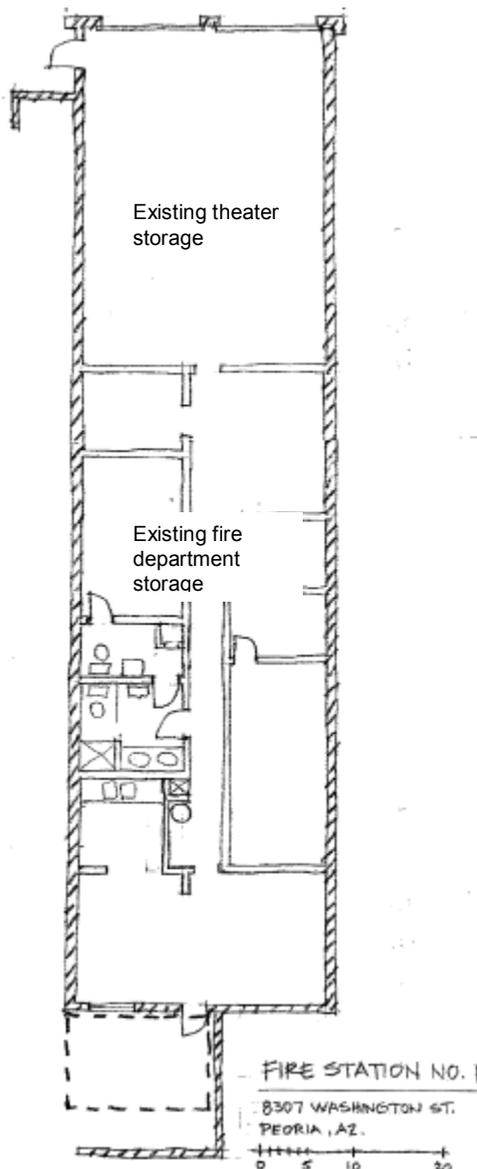
Any questions regarding this report should be directed to John Pucetas at 480-836-0594.

1.5 Building Overview
Fire Station No. 1
8307 Washington Street

Old Town Peoria
Property Condition Assessment

Fire Station No. 1 was constructed in 1920 as the Peoria Theater and has a floor area of approximately 2,700 square feet. In 1947, the building was rebuilt after being damaged by fire and converted to the City's first fire station when Peoria incorporated in 1947. The building is constructed of cast-in-place concrete exterior walls and wood roof framing which are both in average condition. The foam roof is in above average condition with good positive drainage and no visible evidence of water ponding. An existing evaporative cooler provides the only cooling to the building and there is no heating since the natural gas line and meter have been removed. Restroom plumbing fixtures are old and need to be replaced. There is no fire protection sprinkler system. Basic electrical service and lighting are in average condition with a 200 amp single phase service. A detailed assessment of all building systems is included in the following tables. Significant necessary and recommended upgrades include:

Reference Floor Plan



- Interior demolition and possible hazardous materials abatement
- ADA accessible restrooms
- HVAC equipment and ductwork distribution
- Repair cracks and repaint exterior walls
- Fire protection sprinkler system and connection to water line in Washington St.
- Fur out exterior walls for additional insulation with painted gypsum board wall finish
- Repair, re-seal and re-stripe adjacent parking lot

See the following representative condition photographs:



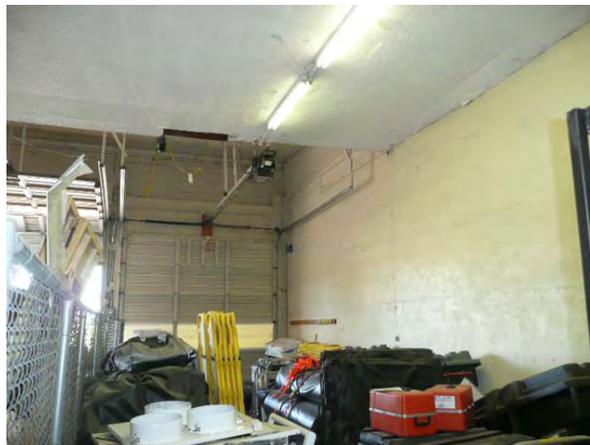
1. Foam roof looking from rear of building toward Washington St.



2. Missing fascia board and deteriorated roof edge.



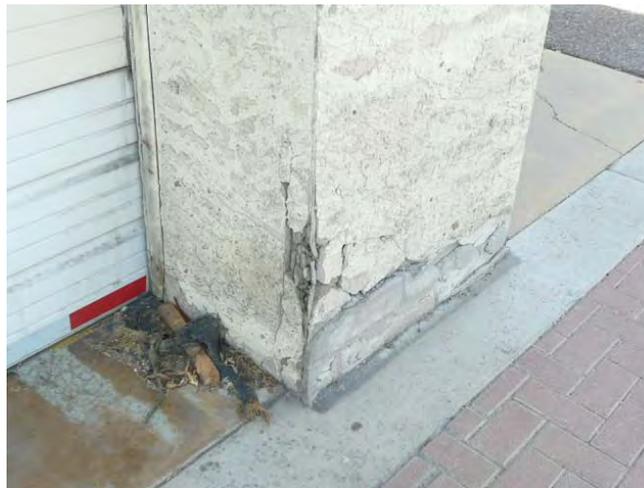
3. Crack in wall at rear corner.



4. Interior of front bay space looking towards metal roll-up doors.



5. Masonry parapet wall at front elevation.



6. Cracked and spalling stucco at overhead door jamb.



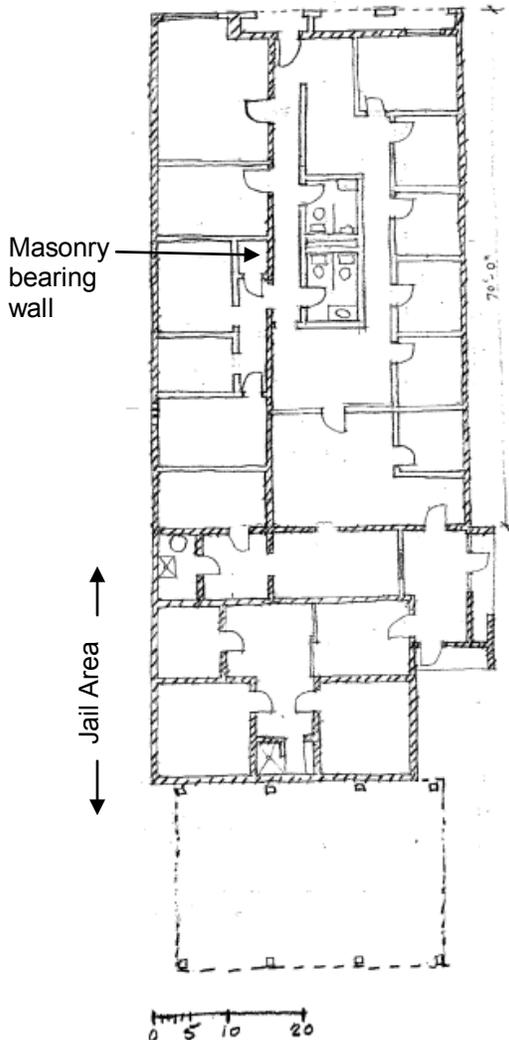
7. Existing roof mounted heat pump to be replaced.

1.6 Building Overview Old Administration Building 8315 Washington Street

Old Town Peoria Property Condition Assessment

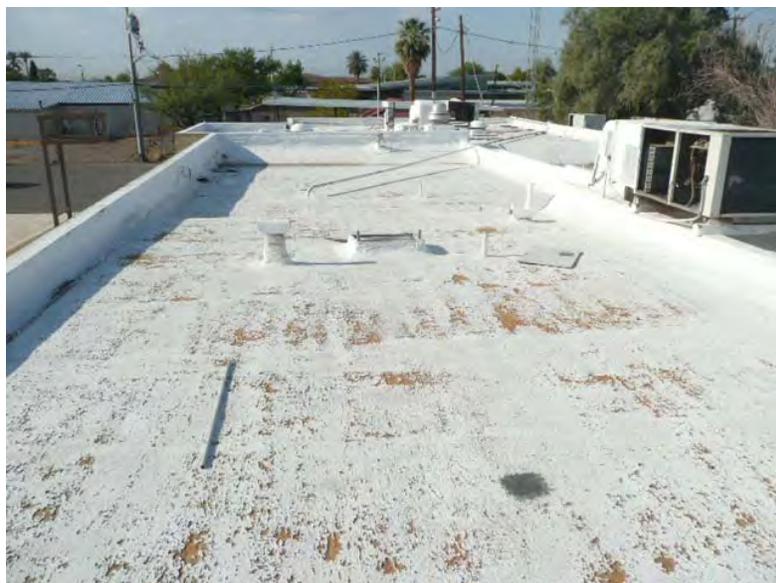
The Old Administration Building has a floor area of approximately 4,000 square feet with approximately 1,225 square feet of existing jail cells in the rear. The exact date of construction is unknown but is estimated to be mid to late 1950's. The building is constructed of concrete masonry exterior bearing walls and wood roof framing which are both in above average condition. The foam roof is in immediate need of replacement exhibiting deterioration of the foam surface, visible evidence of water ponding and clogged roof drains and scuppers. Interior construction consists of gypsum board partitions in the front and solid grouted masonry walls with precast concrete ceilings in the jail. All existing rooftop heat pump units have been vandalized, are over twenty years old and will need replacement. Restroom plumbing fixtures are old and need to be replaced. There is no fire protection sprinkler system. There is currently no electrical service to the building and a new service is recommended. A detailed assessment of all building systems is included in the following tables. Significant necessary and recommended upgrades include:

Reference Floor Plan



- Interior demolition and possible hazardous materials abatement
- Remove and replace foam roof
- Repair cut roof joists
- Fur out exterior walls for additional insulation with painted gypsum board wall finish
- ADA accessible restrooms
- HVAC equipment and ductwork distribution
- Fire protection sprinkler system and connection to water line in Washington St.
- New electrical service

See the following representative condition photographs:



1. Deteriorated foam roof looking from front of building toward alley.



2. Clogged scupper drain and evidence of water ponding



3. Tree growing in narrow space between buildings.



4. Vandalized rooftop heat pump unit.



5. Existing service entrance section stripped of copper wire.



6. Vandalized roof top heat pump unit.



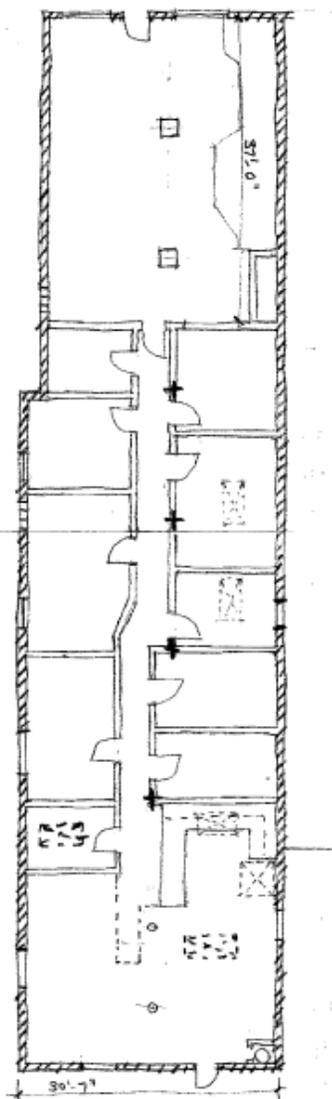
7. Slot between Old Admin. and Lighthouse.

1.7 Building Overview
Lighthouse Church
8319 Washington Street

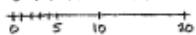
Old Town Peoria
Property Condition Assessment

The Lighthouse Church building has a floor area of approximately 3,700 square feet and is estimated to have been constructed in the early to mid 1950's. The building is constructed of concrete masonry exterior bearing walls, wood roof framing and steel columns. The exterior masonry walls are in poor condition due to cracking caused by numerous improperly constructed window and door openings. Many windows and areas of glass block are broken and cracked. The existing composition roofing is in immediate need of replacement exhibiting deterioration of the surface, visible evidence of water ponding and leaking into the interior. Existing skylights are broken and leaking. Interior construction consists of gypsum board partitions and ceilings. There are four existing rooftop heat pump units that can be re-used and refurbished. Restroom plumbing fixtures appear to be less than five years old, with several meeting ADA requirements, and could be re-used. There is no fire protection sprinkler system. The existing electrical service is old and should be replaced. A detailed assessment of all building systems is included in the following tables. Significant necessary and recommended upgrades include:

Reference Floor Plan



LIGHTHOUSE CHURCH
8319 WASHINGTON ST., PEORIA, AZ.



- Interior demolition and possible hazardous materials abatement
- Remove existing roof and replace with a foam roof, improve roof drainage
- Reinforce window / door openings and cracks in masonry walls. Repaint exterior walls
- Structural reinforcement of south masonry wall
- ADA accessible restrooms
- Fire protection sprinkler system and connection to water line in Washington St.
- New electrical service

See the following representative condition photographs:



1. Deteriorated composition roofing and cracked skylight.



2. Cracked masonry at southeast parapet wall.



3. South wall with unsupported openings and masonry wall cracking.



4. Unfinished glass block opening in masonry wall.



5. Crack in exterior masonry wall.



6. Illegal use of non-metallic cable for outlet installation



7. Interior kitchen area at rear of space.

TABLE 2.1 MAIN SUMMARY

Buildings	GFA (Est) sf	Necessary/Essential Upgrades \$'s	\$/sf	Recommended Upgrades \$'s	\$/sf	Optional/Suggested Improvements \$'s	\$/sf	Total Estimated Cost \$'s	\$/sf	Total Costs incl A/E fees,permits & Haz mat report \$'s
Old Town Peoria, Washington Street, Buildings										
Peoria Fire Station # 1	2,700	\$ 204,450	\$ 75.72	\$ 178,159	\$ 65.98	\$ 139,011	\$ 51.49	\$ 521,620	\$ 193.19	\$ 603,046
Old Administration Building	4,000	\$ 259,712	\$ 64.93	\$ 164,465	\$ 41.12	\$ 85,594	\$ 21.40	\$ 509,771	\$ 127.44	\$ 589,420
Lighthouse Apostolic Ministry	3,700	\$ 274,404	\$ 74.16	\$ 187,871	\$ 50.78	\$ 66,425	\$ 17.95	\$ 528,699	\$ 142.89	\$ 611,188
Siteworks		none		\$ 28,441	n/a	none		\$ 28,441	n/a	\$ 32,707
Estimated Total Construction Costs:		\$ 738,566		\$ 558,936		\$ 291,029		\$ 1,588,531		
Add A/E Fees & permits	15%	\$ 110,785		\$ 83,840		\$ 43,654		\$ 238,280		incl
Add Hazardous material report		\$ 9,550						\$ 9,550		incl
ESTIMATED TOTAL PROJECT COSTS		\$ 858,901		\$ 642,776		\$ 334,684		\$ 1,836,360		\$ 1,836,360

NOTES:

- 1 Costs represent construction dollars, plus 15% to cover A & E fees & permits
- 2 An allowance has been included for removal of hazardous materials subject to a specialist report to fully establish the presence (if any) of such.
- 3 15% Contingencies have been included.
- 4 Necessary/Essential upgrades basically include for all baseline requirements to meet code, life safety and any immediate work. They are also based on finishing the buildings to a "shell" only level assuming further improvements, upgrades and adaptations will be carried out under "tenant improvements" based upon the proposed functions of the spaces.
- 5 All estimated costs are current. No allowance included for escalation
- 6 Hazardous material report fee based on quote from Western Technologies
- 7 For comparative analysis a new build "shell" space for TI fit out could probably be built for between \$80/sf and \$120/sf (excluding any demolitions or siteworks which could add 20-25%). This would typically compare with the estimates covered under "Necessary/Essential & Recommended" above which include siteworks and a 15% contingency. New construction would also require a longer schedule to complete.
- 8 This estimate is an opinion of probable construction cost and is based on the assumption that procurement will be through competitive open bidding.
- 9 Estimates are based on the assumption that work will be carried out by local General Contractors and/or Sub Contractors.
- 10 The costs represent our best judgment as professional construction consultants, however we cannot guarantee that proposals, bids or actual construction costs will not vary from those indicated herein.

**City of Peoria Property Condition Assessment Estimates
for Three Buildings in Old Town Peoria;
Table 2.2 Trade/Elemental Summary**

August, 2012

	Necessary/Essential Upgrades \$'s	Recommended Upgrades \$'s	Optional/Suggested Improvements \$'s	Total Estimated Cost \$'s
Peoria Fire Station # 1				
Demolitions	\$ 13,744			\$ 13,744
Exterior Walls	\$ 20,825	\$ 6,750		\$ 27,575
Exterior Windows/Doors	\$ 650			\$ 650
Roofing	\$ 25,575			\$ 25,575
Structural Upgrades	\$ -		\$ 35,000	\$ 35,000
Interior Partitions/Finishes	\$ 3,250	\$ 30,300		\$ 33,550
Allow for HazMat	\$ 8,000			\$ 8,000
ADA Restrooms		\$ 75,000		\$ 75,000
Fire Protection	\$ 14,075			\$ 14,075
Plumbing	\$ 9,900	\$ 500	\$ 6,500	\$ 16,900
HVAC	\$ 30,425			\$ 30,425
Electrical	\$ 9,600	\$ 6,000	\$ 51,000	\$ 66,600
Gen Reqmts/Mark-up's	\$ 41,738	\$ 36,371	\$ 28,379	\$ 106,488
Contingencies	\$ 26,667	\$ 23,238	\$ 18,132	\$ 68,037
Total Construction Costs:	\$ 204,450	\$ 178,159	\$ 139,011	\$ 521,620
A/E Fees / Permits: 15%	\$ 30,667	\$ 26,724	\$ 20,852	\$ 78,243
Proportion of HazMat report \$'s	\$ 3,183			\$ 3,183
Estimated Total Costs:	\$ 238,300	\$ 204,883	\$ 159,862	\$ 603,046

Old Administration Building				
Demolitions	\$ 16,392		\$ 9,212	\$ 25,603
Exterior Walls	\$ 9,375	\$ -		\$ 9,375
Exterior Windows/Doors			\$ 3,950	\$ 3,950
Roofing	\$ 40,750			\$ 40,750
Structural Upgrades	\$ 3,000			\$ 3,000
Interior Partitions/Finishes	\$ 3,000	\$ 26,438	\$ 2,144	\$ 31,581
Allow for HazMat	\$ 10,000			\$ 10,000
ADA Restrooms		\$ 75,000		\$ 75,000
Fire Protection	\$ 17,000			\$ 17,000
Plumbing	\$ 13,250	\$ 2,000	\$ 5,650	\$ 20,900
HVAC	\$ 40,250			\$ 40,250
Electrical	\$ 19,800	\$ 6,000	\$ 36,000	\$ 61,800
Gen Reqmts/Mark-up's	\$ 53,020	\$ 33,575	\$ 17,474	\$ 104,069
Contingencies	\$ 33,875	\$ 21,452	\$ 11,164	\$ 66,492
Total Construction Costs:	\$ 259,712	\$ 164,465	\$ 85,594	\$ 509,771
A/E Fees / Permits: 15%	\$ 38,957	\$ 24,670	\$ 12,839	\$ 76,466
Proportion of HazMat report \$'s	\$ 3,183			\$ 3,183
Estimated Total Costs:	\$ 301,852	\$ 189,135	\$ 98,433	\$ 589,420

**City of Peoria Property Condition Assessment Estimates
for Three Buildings in Old Town Peoria;
Table 2.2 Trade/Elemental Summary**

August, 2012

	Necessary/Essential Upgrades \$'s	Recommended Upgrades \$'s	Optional/Suggested Improvements \$'s	Total Estimated Cost \$'s
Lighthouse Apolostic Ministry				
Demolitions	\$ 16,239			\$ 16,239
Exterior Walls	\$ 29,131			\$ 29,131
Exterior Windows/Doors	\$ 10,050		\$ 7,050	\$ 17,100
Roofing	\$ 46,573			\$ 46,573
Structural Upgrades	\$ -		\$ -	\$ -
Interior Partitions/Finishes	\$ 3,000	\$ 32,262		\$ 35,262
Allow for HazMat	\$ 8,000			\$ 8,000
ADA Restrooms		\$ 75,000		\$ 75,000
Fire Protection	\$ 16,325			\$ 16,325
Plumbing	\$ 16,000	\$ 2,750	\$ 650	\$ 19,400
HVAC	\$ 13,025		\$ 1,000	\$ 14,025
Electrical	\$ 24,250	\$ 15,000	\$ 35,500	\$ 74,750
Gen Reqmts/Mark-up's	\$ 56,020	\$ 38,354	\$ 13,561	\$ 107,934
Contingencies	\$ 35,792	\$ 24,505	\$ 8,664	\$ 68,961
Total Construction Costs:	\$ 274,404	\$ 187,871	\$ 66,425	\$ 528,699
A/E Fees / Permits: 15%	\$ 41,161	\$ 28,181	\$ 9,964	\$ 79,305
Proportion of HazMat report \$'s	\$ 3,183			\$ 3,183
Estimated Total Costs:	\$ 318,748	\$ 216,051	\$ 76,388	\$ 611,188

Siteworks				
Paving		\$ 13,925		\$ 13,925
Electrical		\$ 5,000		\$ 5,000
Gen Reqmts/Mark-up's		\$ 5,806		\$ 5,806
Contingencies		\$ 3,710		\$ 3,710
Total Construction Costs:		\$ 28,441		\$ 28,441
A/E Fees / Permits: 15%		\$ 4,266		\$ 4,266
Proportion of HazMat report \$'s				\$ -
Estimated Total Costs:		\$ 32,707		\$ 32,707

City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town
Table 2.3 Peoria Fire Station # 1; 8307 Washington Street

August, 2012

Description	Quantity	Unit	Rate	Total Const Cost \$
<u>NECESSARY/ESSENTIAL UPGRADES</u>				
<u>Architectural</u>				-
<u>Exterior Closure</u>				
<u>Roof</u>				
Repair / recoat foam roof	2700	sf	3.25	8,775
Repair foam roof at parapets	275	lf	5.00	1,375
Install gutters and downspouts	1	ls	1,600.00	1,600
Repair/replace roof overhang	275	lf	16.00	4,400
Repair/replace fascia board	275	lf	10.00	2,750
Repair parapets	275	lf	12.00	3,300
Additional batt insulation at underside of roof	2700	sf	1.25	3,375
<u>Exterior Walls</u>				
Repair cracks in ext.conc wall & repaint	5775	sf	3.00	17,325
Repair / paint overhead doors; 12' x 14'	2	ea	1,750.00	3,500
<u>Repair windows & stabilize openings</u>				-
Metal windows; 55" x 48" (rear)	1	ea	650.00	650
<u>Demolish interiors</u>				-
Remove floor covering (VCT/carpet)	2700	sf	0.75	2,025
Remove tile flooring	180	sf	1.75	315
Remove gypboard stud partitions	2760	sf	2.60	7,176
Remove interior doors	7	ea	100.00	700
Remove gypboard/suspended ceilings	2880	sf	0.60	1,728
Misc demolitions; cabinets, shelving, toilet ptns, fittings etc	1	ls	1,800.00	1,800
<u>Interior Upgrades</u>				-
Misc repairs to concrete slab following demolitions	1	ls	1,750.00	1,750
Misc repairs to areas to remain	1	ls	1,500.00	1,500
Allow for removing in haz materials	1	allow	8,000.0	8,000
<u>Structural</u>				-
None				-
<u>Mechanical</u>				-
Remove existing heat pump, Evap cooler & mech distribution systems	1	ls	8,000.00	8,000
New HVAC equipment incl provision of outside air & rough in distribution shell	1	ls	22,425.00	22,425
<u>Plumbing</u>				
<u>Fire Sprinklers/Pump</u>				-
Install automatic fire sprinkler system for "shell" space; assumed no pump required	2700	sf	2.25	6,075
New fire protection line from Washington street incl connections, trenching & paving repairs	1	ls	8,000.00	8,000
<u>Plumbing Fixtures, Pipework</u>				
Install a two way cleanout in building sewer between building & City connection	1	ls	1,500.00	1,500
Install a surface cleanout at the end of the building drain in the building	1	ls	1,000.00	1,000
Remove existing fixtures, piping as necessary & leave stub outs for future connections	2700	sf	2.50	6,750
Repair/replace sanitary vent terminations at roof	1	ls	650.00	650
			Carried Forward	126,444

City of Peoria Propert Condition Assessment Estimates for Three Buildings in Old Town
Table 2.3 Peoria Fire Station # 1; 8307 Washington Street

August, 2012

Description	Quantity	Unit	Rate	Total Const Cost \$
Electrical	Brought Forward			126,444
Remove existing electrical systems associated with interior gut & adapt for shell space for future tenant fit out	2700	sf	2.00	5,400
Remove palm tree at rear which blocking electrical service panel	1	ea	1,000.00	1,000
Remove stored items blocking panel.		incl in demo		-
Upgrade interior emergency lighting (exits only in shelled space).	2	ea	550.00	1,100
Provide exterior emergency lighting.	2	ea	750.00	1,500
Repair/upgrade connections to hvac systems	1	ls	600.00	600
Add General Contractor Mark Up's	Sub Total:			136,044
General Requirements; e.g. trailer, supervision etc	8%			
Bonds, Insurances, Taxes	10%			
Overhead & Profit	10%		30.68%	41,738
Add Contingencies	Sub Total:			177,782
			15%	26,667
				-
				-
<u>Estimated Total of Necessary/Essential Upgrades:</u>				\$ 204,450

City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town
Table 2.3 Peoria Fire Station # 1; 8307 Washington Street

August, 2012

Description	Quantity	Unit	Rate	Total Const Cost \$
<u>RECOMMENDED UPGRADES</u>				
<u>Architectural</u>				-
<u>Interior Upgrade</u>				
Furr out exterior walls for additional insulation incl gypboard & paint	5500	sf	3.00	16,500
Install 2x4 acoustical panel ceiling (excl front "loft" area)	1740	sf	2.50	4,350
Install carpet or VCT	2700	sf	3.50	9,450
<u>Exterior Walls</u>				
Replace canvas awning	1	ls	5,000.00	5,000
<u>ADA Restrooms</u>				
Allow for providing ADA restrooms incl plumbing fixtures, pipework, toilet partions & accessories etc.	1	ls	75,000	75,000
<u>Structural</u>				-
<u>Exterior Walls</u>				
Repair / seal vertical crack at southwest corner	1	ls	1,750.00	1,750
<u>Mechanical</u>				-
none				
<u>Plumbing</u>				
Inspect waste piping/sewer	1	ls	500.00	500
<u>Electrical</u>				-
Replace existing T-12 and incandescent lighting with energy efficient fixtures				not necessary for shell only
Replace cord reels with hardwired receptacles.				not necessary for shell only
Provide a security system with door and window contacts and interior motion sensors (for shell only).	1	ls	6,000.00	6,000
Replace exterior parking security lighting with energy efficient fixtures.		incl in Site		
		Sub Total:		118,550
Add General Contractor Mark Up's	8%			
General Requirements; e.g. trailer, supervision etc	10%			
Bonds, Insurances, Taxes	10%			
Overhead & Profit			30.68%	36,371
		Sub Total:		154,921
Add Contingencies			15%	23,238
				-
				-
<u>Estimated Total of Recommended Upgrades:</u>				\$ 178,159

**City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town
Table 2.3 Peoria Fire Station # 1; 8307 Washington Street**

August, 2012

Description	Quantity	Unit	Rate	Total Const Cost \$
<u>OPTIONAL/SUGGESTED UPGRADES</u>				
<u>Architectural</u>				
None				-
<u>Structural</u>				
Raise Building Height / Roof at Front; adaptations to structure, new rafters, reomove corrugated decking & replace with plywood, insulation, extend perimter wall etc; allow	1	ls	35,000	35,000
<u>Mechanical</u>				
None				-
<u>Plumbing</u>				
Reconnect gas supply to the building	1	ls	5,000.00	5,000
Install vandal resistant cage to backflow preventer	1	ls	1,500.00	1,500
<u>Electrical</u>				
Provide a manual fire alarm system and remove single station smoke detectors.	1	ls	3,000.00	3,000
Upgrade the existing single-phase service panel to 3-phase equipment.	1	ls	15,000	15,000
Place the overhead service conductors underground from the pole to the panel.	1	ls	25,000	25,000
Provide labeling at communications and data punchdown blocks and station terminals.	1	ls	500.00	500
Relocate the existing service panel to an interior location to prevent vandalism.	1	ls	7,500.00	7,500
Add General Contractor Mark Up's			Sub Total:	92,500
General Requirements; e.g. trailer, supervision etc	8%			
Bonds, Insurances, Taxes	10%			
Overhead & Profit	10%		30.68%	28,379
			Sub Total:	120,879
Add Contingencies			15.00%	18,132
				-
				-
Estimated Total of Optional/Suggested Upgrades:				\$ 139,011

City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town August, 2012

Table 2.4 Old Administration Building; 8315 Washington Street

Description	Quantity	Unit	Rate	Total Const Cost \$
<u>NECESSARY/ESSENTIAL UPGRADES</u>				
<u>Architectural</u>				-
<u>Exterior Demolitions</u>				
Remove tree from between buildings	1	ea	1,000.00	1,000
<u>Roofing</u>				-
Remove existing roof complete	4000	sf	1.00	4,000
New foam roofing system	4000	sf	5.50	22,000
Allowance for partial deck replacement; assumed 20%	1	ls	5,000.00	5,000
Flashings/upturn at edge/abutments	300	lf	6.50	1,950
Misc work; dressing to openings etc	1	ls	1,000.00	1,000
Additional roof drains / scuppers	1	allow	1,800.00	1,800
Additional batt insulation at underside of roof	4000	sf	1.25	5,000
<u>Exterior Closure</u>				-
Patch cracks in ext. wall & repaint	3750	sf	2.50	9,375
<u>Demolish interiors (front only; 2,775 sf)</u>				-
Remove floor covering (VCT/carpet)	2775	sf	0.75	2,081
Remove gypboard stud partitions	3229	sf	2.60	8,395
Remove doors	15	ea	100.00	1,500
Remove suspended ceilings	2775	sf	0.60	1,665
Misc demolitions; cabinets, shelving, toilet ptns, fittings etc	1	ls	1,750.00	1,750
<u>Interior Upgrades</u>				-
Misc repairs to concrete slab following demolitions	1	ls	2,000.00	2,000
Misc repairs to existing loadbearing interior walls to remain	1	ls	1,000.00	1,000
Allow for removing in haz materials	1	allow	10,000.0	10,000
<u>Structural</u>				-
Repair cut roof members; allow	1	ls	3,000.00	3,000
<u>Mechanical</u>				-
Remove existing heat pumps (3 #) & mech distribution	1	ls	8,250.00	8,250
<u>New HVAC equipment & rough in distribution for "shell"</u>				-
Roof top heat pumps; 5 ton	3	ea	7,000.00	21,000
Distribution for "shell" only; assumed tenant to finalize d/work, dist, controls etc	4000	sf	2.75	11,000
			Carried Forward	122,767

City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town August, 2012
Table 2.4 Old Administration Building; 8315 Washington Street

Description	Quantity	Unit	Rate	Total Const Cost \$
	Brought Forward			122,767
Plumbing				-
<u>Fire Sprinklers; assumed no pump necessary</u>				-
Install automatic fire sprinkler system for "shell" space; assumed no pump required	4000	sf	2.25	9,000
New fire protection line from Washington street incl connections, trenching & paving repairs	1	ls	8,000.00	8,000
				-
<u>Plumbing Fixtures, Pipework</u>				-
Install a two way cleanout in building sewer between building & City connection	1	ea	1,500.00	1,500
Install a surface cleanout at the end of the building drain in the building	1	ea	1,000.00	1,000
Remove existing fixtures, piping as necessary & leave stub outs for future connections	4000	sf	2.50	10,000
Upgrade water insulation to "shelled" system; allow	1	ls	750.00	750
				-
Electrical				-
Remove existing electrical systems associated with interior gut & adapt for shell space for future tenant fit out	4000	sf	2.00	8,000
Upgrade interior emergency lighting (for exits only in shell space).	4	ea	550.00	2,200
Provide illuminated exit signs.		incl in last		-
Provide emergency exterior lighting at exits.	2	ea	750.00	1,500
Provide GFI receptacles at kitchen counters.		not needed for shell space		-
Repair roof HVAC conduits; allow.	1	ls	600.00	600
Replace the existing Service switchboard.	1	ls	7,500.00	7,500
				-
Add General Contractor Mark Up's			Sub Total:	172,817
General Requirements; e.g. trailer, supervision etc	8%			
Bonds, Insurances, Taxes	10%			
Overhead & Profit	10%		30.68%	53,020
			Sub Total:	225,837
Add Contingencies			15%	33,875
				-
<u>Estimated Total of Necessary/Essential Upgrades:</u>				\$ 259,712

City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town August, 2012
Table 2.4 Old Administration Building; 8315 Washington Street

Description	Quantity	Unit	Rate	Total Const Cost \$
<u>RECOMMENDED UPGRADES</u>				
<u>Architectural</u>				-
Paint existing loadbearing interior wall to remain	788	sf	1.00	788
Furr out exterior walls for additional insulation included gypboard & paint	3000	sf	3.00	9,000
Install 2x4 acoustical panel ceiling	2775	sf	2.50	6,938
Install carpet or VCT incl base	2775	sf	3.50	9,713
<u>ADA Restrooms</u>				
Allow for providing ADA restrooms incl plumbing fixtures, pipework, toilet partions & accessories etc.	1	ls	75,000	75,000
<u>Structural</u>				-
None				-
<u>Mechanical</u>				-
None				-
<u>Plumbing</u>				-
Install backflow preventer; 1' minimum; incl connections	1	ea	1,500.00	1,500
Inspect waste piping/sewer	1	ls	500.00	500
<u>Electrical</u>				-
Replace existing T-12 and incandescent lighting with energy efficient fixtures				-
			not necessary for shell only	-
Provide a security system with door and window contacts and interior motion sensors (for shell only).	1	ls	6,000.00	6,000
Replace exterior parking security lighting with full cutoff fixtures.			incl in Site	-
				-
			Sub Total:	109,438
Add General Contractor Mark Up's				-
General Requirements; e.g. trailer, supervision etc	8%			
Bonds, Insurances, Taxes	10%			
Overhead & Profit	10%		30.68%	33,575
			Sub Total:	143,013
Add Contingencies			15%	21,452
<u>Estimated Total of Recommended Upgrades:</u>				\$ 164,465

City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town August, 2012
Table 2.4 Old Administration Building; 8315 Washington Street

Description	Quantity	Unit	Rate	Total Const Cost \$
OPTIONAL/SUGGESTED UPGRADES				
Architectural				
Replace exterior metal windows for insulated windows				-
Arched window; 90" x 54" overall	1	ea	2,500.00	2,500
Rect window 55" x 50"	1	ea	1,450.00	1,450
Demolish rear interiors (jail cells)				
Remove CMU walls	1979	sf	3.50	6,927
Remove cell doors	3	ea	150.00	450
Remove sliding cell door/screen	1	ea	300.00	300
Remove doors	2	ea	100.00	200
Remove suspended ceilings	1225	sf	0.60	735
Repair & prepare concrete slab to jail area following demo	1225	sf	1.75	2,144
Misc demolitions; cabinets, shelving, shower, fittings etc	1	ls	600.00	600
Structural				
Demo non-bearing interior CMU walls		incl in Arch		-
Mechanical				
None				-
Plumbing				
Reconnect gas supply to the building	1	ls	5,000.00	5,000
Replace 3/4" water meter with 1" meter for future flexibility	1	ls	650.00	650
Electrical				
Provide a manual fire alarm system and remove single station smoke detectors.(for shell space)	1	ls	3,000.00	3,000
Place the overhead service conductors underground from the pole to the panel (assumed no new transformer needed)	1	ls	25,000.00	25,000
Provide labeling at communications and data punchdown blocks and station terminals.	1	ls	500.00	500
Relocate the service panel to an interior location to prevent vandalism.	1	ls	7,500.00	7,500
		Sub Total:		56,955
Add General Contractor Mark Up's				-
General Requirements; e.g. trailer, supervision etc	8%			
B onds, Insurances, Taxes	10%			
O verhead & Profit	10%		30.68%	17,474
		Sub Total:		74,429
Add Contingencies			15%	11,164
				-
Estimated Total of Optional/Suggested Upgrades:				\$ 85,594

City of Peoria Propert Condition Assessment Estimates for Three Buildings in Old Town
Table 2.5 Lighthouse Apostolic Ministry; 8319 Washington Street

August, 2012

Description	Quantity	Unit	Rate	Total Constn Cost \$
<u>NECESSARY/ESSENTIAL UPGRADES</u>				
<u>Architectural</u>				-
<u>Remove & replace composite membraneroof</u>				
Remove existing roof complete	3700	sf	1.00	3,700
New foam roofing system	3700	sf	5.50	20,350
Premium to overcome ponding	1	ls	2,500.00	2,500
Allowance for partial deck replacement; assumed 20%	1	ls	5,000.00	5,000
Flashings/upturn at edge/abutments	312	lf	6.50	2,028
Misc work; dressing to openings etc	1	ls	1,000.00	1,000
Additional batt insulation at underside of roof	3700	sf	1.25	4,625
Replace skylights	5	ea	650.00	3,250
Add metal parapet caps	312	lf	10.00	3,120
Add gutter & downspout at rear	1	ls	1,000.00	1,000
<u>Exterior Closure</u>				-
<u>Windows & Doors:</u>				
<u>Repair windows & Stabilize openings</u>				-
Metal windows; 55" x 27"	2	ea	350.00	700
Metal windows; 80" x 64"	2	ea	1,100.00	2,200
Glass blocks; 35" x 15"	2	ea	175.00	350
Glass blocks; 25" x 16-20"	4	ea	175.00	700
Glass blocks; 40" x 36"	4	ea	350.00	1,400
Misc repairs to openings, insertion of supports, re-quoining jambs	1	ls	1,800.00	1,800
Replace exterior metal windows/glass blocks for insulated windows		incl in Options		-
Remove boarded up rear double door and replace with new	1	ea	2,900.00	2,900
<u>Exterior Walls</u>				-
Repair cracks in masonry & repaint	3900	sf	4.00	15,600
<u>Demolish interiors</u>				-
Remove floor covering (VCT/carpet/Laminate)	2910	sf	0.75	2,183
Remove tile flooring	790	sf	1.75	1,383
Remove gypboard stud partitions	3021	sf	2.60	7,854
Remove interior doors	11	ea	100.00	1,100
Remove gypboard/popcorn ceilings	3700	sf	0.60	2,220
Misc demolitions; cabinets, shelving, toilet ptns, wood stage, fittings etc	1	ls	1,500.00	1,500
<u>Interior Upgrades</u>				-
Misc repairs to concrete slab following demolitions	1	ls	2,000.00	2,000
Misc repairs to areas to remain	1	ls	1,000.00	1,000
Allow for removing in haz materials	1	allow	8,000.0	8,000
<u>Structural</u>				-
<u>Exterior Walls</u>				
Repair CMU parapet at SE corner	1	ls	1,800.00	1,800
Reinforce openings/repair cracks in W wall	1	ls	6,500.00	6,500
Address ponding at S end of roof; premium to roofingcosts		incl in roof		-
Reinforce South wall; welded wire mesh and 1" shotcrete to both sides of wall; incl preparation	775	sf	6.75	5,231
		Carried Forward		112,993

**City of Peoria Propert Condition Assessment Estimates for Three Buildings in Old Town
Table 2.5 Lighthouse Apostolic Ministry; 8319 Washington Street**

August, 2012

Description	Quantity	Unit	Rate	Total Const Cost \$
<u>Mechanical</u>	Brought Forward			112,993
Upgrade PHD residential heat pumps for outside air provision to meet ventilation requirements; duct outside air to return air	3	ea	750.00	2,250
Service existing PHAD commercial heat pump for outside air provision	1	ea	600.00	600
HVAC demolition; reconfigure for shell space	3700	sf	2.75	10,175
<u>Plumbing</u>				
<u>Fire Sprinklers/Pump</u>				-
Install automatic fire sprinkler system for "shell" space	3700	sf	2.25	8,325
New fire protection line from Washington street incl connections, trenching & paving repairs	1	ls	8,000.00	8,000
<u>Plumbing Fixtures, Pipework</u>				
Install a two way cleanout in building sewer between building & City connection	1	ea	1,500.00	1,500
Install a surface cleanout at the end of the building drain in the building	1	ea	1,000.00	1,000
Remove existing fixtures, piping as necessary & leave stub outs for future connections	3700	sf	2.50	9,250
Upgrade water insulation to "shelled" system	1	ls	750.00	750
Replace water heater; commercial	1	ea	3,500.00	3,500
<u>Electrical</u>				-
Remove existing electrical systems associated with interior gut & adapt for shell space for future tenant fit out	3700	sf	2.00	7,400
Replace existing interior load centers (currently 3).	1	ls	7,500.00	7,500
Upgrade interior emergency lighting (for exits only in shell space).	2	ea	550.00	1,100
Provide GFI receptacles at bathrooms	not needed for shell space			-
Replace interior Type NM cabling with a proper wiring method	1	ls	6,000.00	6,000
Replace damaged conduits at the roof and provide proper support.	1	ls	750.00	750
Provide emergency exterior lighting at exits.	2	ea	750.00	1,500
Add General Contractor Mark Up's	Sub Total:			182,593
General Requirements; e.g. trailer, supervision etc	8%			
Bonds, Insurances, Taxes	10%			
Overhead & Profit	10%	30.68%		56,020
	Sub Total:			238,612
Add Contingencies			15%	35,792
				-
<u>Estimated Total of Necessary/Essential Upgrades:</u>				\$ 274,404

City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town August, 2012
Table 2.5 Lighthouse Apostolic Ministry; 8319 Washington Street

Description	Quantity	Unit	Rate	Total Const Cost \$
RECOMMENDED UPGRADES				
Architectural				
Furr out exterior walls for additional insulation incl gypboard & paint	3354	sf	3.00	10,062
Install 2x4 acoustical panel ceiling	3700	sf	2.50	9,250
Install carpet or VCT	3700	sf	3.50	12,950
ADA Restrooms				
Allow for providing ADA restrooms incl plumbing fixtures, pipework, toilet partitions & accessories etc.	1	ls	75,000	75,000
Structural				
None				-
Mechanical				
None				-
Plumbing				
Install backflow preventer; 1' minimum	1	ls	1,500.00	1,500
Inspect waste piping/sewer	1	ls	500.00	500
Inspect/test gas piping for leakage	1	ls	750.00	750
Electrical				
Replace the existing wiring gutter type electrical service.	1	ls	10,000.00	10,000
Replace existing T-12 and incandescent lighting with energy efficient fixtures	not necessary for shell only			
Provide security lighting at the West side of the building.	1	ls	5,000.00	5,000
Upgrade the existing security system to provide full interior coverage	not necessary for shell only			
Add General Contractor Mark Up's	Sub Total:			125,012
General Requirements; e.g. trailer, supervision etc	8%			
Bonds, Insurances, Taxes	10%			
Overhead & Profit	10%		30.68%	38,354
	Sub Total:			163,366
Add Contingencies			15%	24,505
				-
				-
Estimated Total of Recommended Upgrades:				\$ 187,871

City of Peoria Proport Condition Assessment Estimates for Three Buildings in Old Town August, 2012
Table 2.5 Lighthouse Apostolic Ministry; 8319 Washington Street

Description	Quantity	Unit	Rate	Total Const Cost \$
<u>OPTIONAL/SUGGESTED UPGRADES</u>				
<u>Architectural</u>				
<u>Replace existing windows with new insulated windows</u>				
Metal windows; 55" x 27"	2	ea	800.00	1,600
Metal windows; 80" x 64"	2	ea	2,500.00	5,000
Deduct premium for Repair/Stabilize incl in "Necessary"				(2,900)
<u>Replace existing Exterior Glass block with new</u>				
Glass blocks; 35" x 15"	2	ea	400.00	800
Glass blocks; 25" x 16-20"	4	ea	400.00	1,600
Glass blocks; 40" x 36"	4	ea	850.00	3,400
Deduct premium for Repair/Stabilize incl in "Necessary"				(2,450)
<u>Structural</u>				
None				
<u>Mechanical</u>				
Premium for keeping existing centrifugal roof top fan;service/repair	1	ls	1,000.00	1,000
<u>Plumbing</u>				
Replace 3/4" water meter with 1" meter for future flexibility	1	ls	650.00	650
<u>Electrical</u>				
Place the overhead service conductors underground from the pole to the panel.	1	ls	25,000.00	25,000
Provide a manual fire alarm system.	1	ls	3,000.00	3,000
Relocate the existing service panel to an interior location to prevent vandalism.	1	ls	7,500.00	7,500
Add General Contractor Mark Up's	Sub Total:			44,200
General Requirements; e.g. trailer, supervision etc	8%			
B onds, Insurances, Taxes	10%			
O verhead & Profit	10%		30.68%	13,561
	Sub Total:			57,761
Add Contingencies			15%	8,664
				-
				-
<u>Estimated Total of Optional/Suggested Upgrades:</u>				\$ 66,425

City of Peoria Property Condition Assessment Estimates for Three Buildings in Old Town: August, 2012
Table 2.6 Siteworks

Description	Quantity	Unit	Rate	Total Const Cost \$
RECOMMENDED UPGRADES				
Architectural				
Repair & re-seal parking lot	10000	sf	1.00	10,000
Re-stripe lot/replace bumpers/ADA signage	1	ls	3,925.00	3,925
Electrical				
Replace exterior parking security lighting with energy efficient fixtures.	1	ls	5,000	5,000
Civils				
Included in applicable buildings as appropriate				
Add General Contractor Mark Up's			Sub Total:	18,925
General Requirements; e.g. trailer, supervision etc	8%			
B onds, Insurances, Taxes	10%			
O verhead & Profit	10%		30.68%	5,806
			Sub Total:	24,731
Add Contingencies			15%	3,710
Estimated Total of Recommended Upgrades:				\$ 28,441

TABLE 3.1 Fire Station No. 1

Building: <u>Fire Station No. 1</u> <u>8307 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: 1920 (ref. Historic Old Town Peoria Walking Tour Brochure)			
Field Observer / Date: <u>John Pucetas, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Architectural Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Exterior Closure Exterior Walls Exterior Windows Exterior Doors	Cast in place concrete exterior walls with raised masonry parapet at Washington St. elevation. Stucco finish at front and rear elevations, painted side elevations. Painted corrugated roofing material infilling roof slope area at rear elevation. Motor operated 17 ft. high bay roll-up metal doors at street elevation. Hollow metal exterior doors. Canvas awning above high-bay doors.	C	Repair minor cracks in concrete, masonry parapet, repair stucco and repaint exterior walls. Repair and repaint front roll-up doors.
Roofing Roof Coverings Roof Openings	Mono slope roof structure with spray on foam roofing. Corrugated metal roofing under foam at raised roof portion at Washington St. end. Metal roof canopy at rear entry. No gutters or downspouts, water sheds off roof to parking lot side of building. Evidence of water damage to roof edge, wood fascia board and wood purlins at roof edge along parking lot.	C+	Existing roof structure has good positive slope and no evidence of ponding. Foam roof is still in good condition needing some minor repairs and surface recoating. Foam roofing at masonry parapets shows some minor damage and should be repaired and recoated. Repair water damaged purlin ends, replace wood fascia and install new roof edge with gutter and downspouts at parking lot side of roof.
Interior Construction Partitions Interior Doors Specialties	Gypsum board interior partitions and ceilings. Plywood and wood paneling. Hollow metal and wood interior doors. Kitchen cabinet, base cabinets in bathroom and storage cabinets in hallway.	D	Interior partitions and ceilings to be demolished.
Interior Finishes Wall Finishes Floor Finishes Ceiling Finishes	Painted gypsum board walls, spray-on text on gypsum board ceilings. Suspended acoustical panel ceilings. Vinyl tile, ceramic tile in bathrooms, carpet and painted concrete flooring.	D	Interior finishes to be removed with demolition of interior partitions and ceilings.

TABLE 3.1 Fire Station No. 1

Building:		<u>Fire Station No. 1</u> <u>8307 Washington St.</u>	Old Town Peoria Property Condition Assessment City of Peoria, Arizona
Year Built:		1920 (ref. Historic Old Town Peoria Walking Tour Brochure)	
Field Observer / Date:		<u>John Pucetas, 8/14/2012</u>	
Owner Rep.		<u>Robert Patterson</u>	
Site Improvements	Asphalt parking lot with approximately 13 off-street parking spaces with precast concrete bumpers. Concrete and paver sidewalks. Enclosed, covered outdoor area at rear.	C	Repair and recoat existing asphalt parking lot and re-stripe parking spaces.
Roadways			
Parking Lots			
Pedestrian Paving			
Site Development			
Landscaping			

Condition Grades

A = Like new condition. Majority of useful life span remains. "Excellent"

B = Good condition. Over half of useful life span remains. "Good" or B+ "Very Good"

C = Average condition. Less than half of useful life span remains. "Average", "Fair", or C+ "Above Average", C- Workable (Serviceable) Condition. May be past assigned useful life, but still working

D = Poor condition. Past assigned useful life. Failure is not critical. "Poor" or "Problematic"

F = Critical condition. Needs immediate attention. "Failing" or "Critical"

TABLE 3.1 Fire Station No. 1

Building: <u>Fire Station No. 1</u> <u>8307 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: 1920 (ref. Historic Old Town Peoria Walking Tour Brochure)			
Field Observer / Date: <u>Jason Hale, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Structural Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Foundations Slab on Grade	Visible portions of concrete stem walls are in good condition. Concrete slab on grade appears to be in good condition. Minor cracking observed. No significant evidence of differential movement was observed.	B	None observed
Exterior Walls	Exterior walls are cast-in-place concrete. Presence of reinforcing was not observed or verified. Walls appeared to be in average condition with some minor cracking/spalling observed.	C	Vertical crack at joint at SW corner should be sealed.
Superstructure Floor Construction Roof Construction	Roof construction is wood purlins on a monoslope roof. Visible portions appeared to be in good condition with no significant moisture or deterioration observed.	C+	None observed. The clear interior ceiling height at the front of the building is approximately 18 ft. The proposed tenant layout (see appendix) indicates a second floor mezzanine. The existing clear height would permit a catwalk, but a usable mezzanine would be tight.

Condition Grades

A = Like new condition. Majority of useful life span remains. "Excellent"

B = Good condition. Over half of useful life span remains. "Good" or B+ "Very Good"

C = Average condition. Less than half of useful life span remains. "Average", "Fair", or C+ "Above Average", C- Workable (Serviceable) Condition. May be past assigned useful life, but still working

D = Poor condition. Past assigned useful life. Failure is not critical. "Poor" or "Problematic"

F = Critical condition. Needs immediate attention. "Failing" or "Critical"

TABLE 3.1 Fire Station No. 1

Building: <u>Fire Station No. 1</u> <u>8307 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: <u>1920 (ref. Historic Old Town Peoria Walking Tour Brochure)</u>			
Field Observer / Date: <u>Bob Burgess, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Mechanical Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Plumbing Plumbing Fixtures Domestic Water Distribution Sanitary Waste Drainage Rain Water	Domestic water distribution is through copper piping from the water meter throughout the building where observable. Sanitary piping original to the building is probably cast iron, but was not observable during condition assessment. Based on the age of the building, the building drain is probably 4" diameter cast iron soil pipe with lead-oxum joints. All existing plumbing fixtures should be removed and replaced during any remodel of this building.	C	No cleanouts were observed in the building drain, which is a violation of current plumbing code. Any changes to the existing building drain or building sewer, including addition of new waste branches, will require the provision of cleanouts in accordance with IPC Section 708. Installation of at least one end-of-line cleanout in the base of a stack or as a floor cleanout will be needed within the building. Recommend a camera inspection of the existing building drain before it is reused.
HVAC Energy Heating / Cooling Supply Generating Systems Distribution Systems & Package Units Controls & Instrumentation Terminal	One rooftop heat pump unit, Goettl model HP601 ET serial # 1215 which appears to be 5 ton capacity (based on model no.), is existing on this building to provide cooling and heating. One gas-fired unit heater was observed in the front room of this building. A Mastercool evaporative cooler of unknown model no. or capacity, is existing on the roof of this building and provides ventilation to the front half of the building. The evaporative cooler was not functioning at the time of our assessment.	F	The heat pump was not functioning and is too old for cost effective repair. The heat pump uses R-22 refrigerant, which is no longer available from the manufacturer. Natural gas is no longer provided to this building and the gas meter has been removed, therefore the gas unit heater is no longer functional. Before reuse of the unit heater is attempted, a thorough inspection of it's internal condition should be completed by licensed service personnel. Ductwork connected to the evaporative cooler is sheet metal with "ductmate" type joint connections, in very good condition, having been installed with good workmanship. Ductwork connected to the heat pump was installed above a hard lid ceiling and was not observable.
Fire Protection Fire Protection Sprinkler Systems Standpipe & Hose Systems Fire Protection Specialties	No fire protection system was present in this building.	F	Before this building can be reused, City of Peoria and State of Arizona Fire codes will require the installation of an automatic fire sprinkler system complying with NFPA-13 for the proposed use. Upright sprinklers will be required because of wood construction used for the roof and pendant sprinklers will be required for applications below any ceilings that will be installed.

TABLE 3.1 Fire Station No. 1

Building:		<u>Fire Station No. 1</u>	Old Town Peoria Property Condition Assessment City of Peoria, Arizona
		<u>8307 Washington St.</u>	
Year Built:	1920 (ref. Historic Old Town Peoria Walking Tour Brochure)		
Field Observer / Date:	<u>Bob Burgess, 8/14/2012</u>		
Owner Rep.	<u>Robert Patterson</u>		
Site Civil / Mechanical Utilities Water Supply & Dist. Systems Sanitary Sewer Systems Storm Sewer Systems Heating / Cooling Distribution Fuel Distribution	Domestic water supply is through 2" diameter copper piping, from a 1-1/2" water meter and through a 2" backflow preventer. Building sewer piping original to the building is probably cast iron, but was not observable during condition assessment. Based on the age of the building, the building sewer is probably 4" diameter cast iron soil pipe with lead-okum joints.	B water D sanitary	No cleanouts were observed in the building sewer, which is a violation of current plumbing code. Any changes to the existing building drain or building sewer, including addition of new waste branches, will require the provision of cleanouts in accordance with IPC Section 708. Installation of one 2-way cleanout in the building sewer will be needed to meet code requirements. Recommend a camera inspection of the existing building sewer before it is reused. Depending on the proposed use of the building, replacement of the existing backflow preventer may be required.

Condition Grades

A = Like new condition. Majority of useful life span remains. "Excellent"

B = Good condition. Over half of useful life span remains. "Good" or B+ "Very Good"

C = Average condition. Less than half of useful life span remains. "Average", "Fair", or C+ "Above Average", C- Workable (Serviceable) Condition. May be past assigned useful life, but still working

D = Poor condition. Past assigned useful life. Failure is not critical. "Poor" or "Problematic"

F = Critical condition. Needs immediate attention. "Failing" or "Critical"

TABLE 3.1 Fire Station No. 1

Building: <u>Fire Station No. 1</u> <u>8307 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: 1920 (ref. Historic Old Town Peoria Walking Tour Brochure)			
Field Observer / Date: Jack Cornell, 8/14/2012			
Owner Rep. Robert Patterson			
Electrical Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Electrical			
Electrical Service & Distribution	The electrical subpanel is a Square D, QO load center, of modern design, and is located in the garage area against the West wall. It is fed from the main service panel with surface- mounted conduit.	B	The clear space required in front of the electrical subpanel is obstructed by stored equipment, which should be removed.
Interior Lighting	Emergency lighting is provided, throughout the facility, by battery powered emergency lighting units. Linear fluorescent fixtures (lay-in troffers and surface- mounted wraps) provide lighting in most areas, with incandescent A-lamp fixtures provided in toilets and utility rooms. Linear fluorescent lamps are type T-12 technology. Lighting control is provided by a single manual switch located in each space.	D	Emergency lighting installed is minimal and does not appear to provide egress footcandle levels required by current code. Additional fixtures should be provided. To comply with current energy efficiency requirements, T-12 linear fluorescent and incandescent fixtures should be replaced as part of any facility modification. To comply with current energy efficiency requirements, each space should be provided with multi-level or automatic controls.
Branch Circuits	Some receptacles in the garage are provided by ceiling- mounted cord reels. Receptacles found throughout the facility appear to be mounted between 18" and 48" above finished floor, making them acceptable for ADA accessible routes.	C	Cord reels are connected to the building power system with a plug. Permanent wiring systems should not be plug connected; these reels should be reconnected using an acceptable wiring method. Conduits at roof HVAC equipment is deteriorated so it no longer provided protection for the conductors it encloses and allows water into the conduit system below. This should be repaired.
Communication & Security Systems	Telephone system punchdown blocks are located in the toilet area. Cabling is Cat 5 rated and distributed from these blocks to terminals throughout the facility. Some terminals are mounted in recessed outlet boxes and some are in surface-mounted outlet boxes fed by surface raceway. Surface-mounted and recessed speakers are provided throughout the facility and at the parking area outside. Communications headend equipment (for data and sound systems) appears to have been installed in a cabinet in the toilet area, adjacent to the telephone backboard, but has been removed.	C	Communications circuits should be identified at the punchdown blocks and at the remote terminations to facilitate maintenance of the wiring systems.

TABLE 3.1 Fire Station No. 1

Building:		<u>Fire Station No. 1</u>	Old Town Peoria Property Condition Assessment City of Peoria, Arizona
		<u>8307 Washington St.</u>	
Year Built:	1920 (ref. Historic Old Town Peoria Walking Tour Brochure)		
Field Observer / Date:	<u>Jack Cornell, 8/14/2012</u>		
Owner Rep.	<u>Robert Patterson</u>		
Special Electrical Systems	No security devices or headend equipment was found in this facility. Smoke detectors appear to be battery operated single-station devices without connection to building power or a central fire alarm panel. A door bell system is provided for access at the rear (alley side) entrance to the building.	D	We recommend installing a security system, consisting of door and window contacts and motion sensors in the interior spaces, at minimum. Damaged smoke detectors should be removed or replaced, based on the type of new system installed as part of the remodel. The door bell transformer appears to be damaged and should be replaced.
Site Electrical Utilities			
Electrical Distribution	The electrical service is fed overhead to an exterior 'all-in-one' 200A single-phase panel located at the rear (alley side) of the building. The panel is of modern construction and has 6 spaces available for future devices.	C	The electrical service is blocked by a small palm tree so it cannot be accessed for examination. The tree should be removed or the service panel relocated where it's accessible.
Exterior Lighting	Front side area lighting is provided by community standard Acorn style HID fixtures, supplemented by a pole-mounted full cutoff shoebox HID fixture above the garage exit. Security lighting at the West parking area is provided by non-cutoff Quartz floodlights.	C	Exterior quartz lighting does not comply with the energy efficiency standards currently adopted and should be replaced with full cutoff energy efficient fixtures. Install exterior emergency egress lighting outside each facility exit.
Exterior Communications & Security	Communications cabling is provided overhead from a pole in the alleyway.	B	

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TABLE 3.2 Old Administration Building

**Old Town Peoria
Property Condition Assessment
City of Peoria, Arizona**

Building:	<u>Old Administration Building</u> <u>8315 Washington St.</u>		
Year Built:	<u>mid 1950's (ref. record of deed dated 12/1958, Maricopa County Recorder)</u>		
Field Observer / Date:	<u>John Pucetas, 8/14/2012</u>		
Owner Rep.	<u>Robert Patterson</u>		
Architectural Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Exterior Closure Exterior Walls Exterior Windows Exterior Doors	Concrete masonry unit exterior walls with stucco finish. Slump block masonry trim at front arch elements. Canvas awning above Washington St. elevation. Aluminum windows and storefront door system. Hollow metal door at rear entrance.	C	Repair minor cracking in masonry walls and stucco. Repaint exterior walls.
Roofing Roof Coverings Roof Openings	Spray-on foam roofing in multiple drainage areas. Internal roof drains and through parapet scupper drains. Visual evidence of roof ponding and clogged roof drains. Visual evidence of deteriorated foam roofing.	F	Remove and replace foam roofing. Improve roof drainage in visible, low ponding areas when new foam roof is installed. Add additional roof drains if necessary. Replace foam roofing over the tops of parapets. Remove live tree from between buildings to eliminate debris from clogging roof drains.
Interior Construction Partitions Interior Doors Specialties	Gypsum board partitions with wood interior doors at front of plan. Interior masonry bearing wall. Solid grouted masonry walls with precast concrete ceilings at rear jail area.	C-	Demolish interior gypsum board partitions and ceilings.
Interior Finishes Wall Finishes Floor Finishes Ceiling Finishes	Painted gypsum board and masonry partitions. Suspended acoustical panel ceilings, Painted precast concrete ceilings in jail area. Carpet, vinyl tile and ceramic tile floors. Painted concrete floors in jail area.	C-	Demolish carpet, vinyl tile and ceramic tile floors.
Site Improvements Roadways Parking Lots Pedestrian Paving Site Development Landscaping	Asphalt parking lot with approximately 11 off-street parking spaces with precast concrete bumpers. Concrete and paver sidewalks. Covered outdoor area at rear.	C	Repair and recoat existing asphalt parking lot and re-stripe parking spaces.

TABLE 3.2 Old Administration Building

Building:	<u>Old Administration Building</u>	Old Town Peoria Property Condition Assessment City of Peoria, Arizona
	<u>8315 Washington St.</u>	
Year Built:	<u>mid 1950's (ref. record of deed dated 12/1958, Maricopa County Recorder)</u>	
Field Observer / Date:	<u>John Pucetas, 8/14/2012</u>	
Owner Rep.	<u>Robert Patterson</u>	

Condition Grades

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TABLE 3.2 Old Administration Building

Building: <u>Old Administration Building</u> <u>8315 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: <u>mid 1950's (ref. record of deed dated 12/1958, Maricopa County Recorder)</u>			
Field Observer / Date: <u>Jason Hale, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Structural Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Foundations Slab on Grade	Visible portions of concrete masonry unit stem walls are in above average condition. Concrete slab on grade appears to be in average condition. Minor cracking observed. Noticeable differential height in slab between the two portions of the building.	C	None observed
Exterior Walls	Exterior walls are concrete masonry. Presence of reinforcing was not observed or verified. Walls appeared to be in above average condition with some minor cracking observed.	C+	None observed
Superstructure Floor Construction Roof Construction	The majority of the roof construction is wood purlins on a multi-slope roof. Visible portions appeared to be in good condition with no significant moisture or deterioration observed. The roof at the rear of the building over detention facility is precast concrete slabs. These appeared to be in above average condition with no cracking or spalling observed.	C+	None observed

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TABLE 3.2 Old Administration Building

Building: <u>Old Administration Building</u> <u>8315 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona		
Year Built:	<u>mid 1950's (ref. record of deed dated 12/1958, Maricopa County Recorder)</u>			
Field Observer / Date:	<u>Bob Burgess, 8/14/2012</u>			
Owner Rep.	<u>Robert Patterson</u>			
Mechanical Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)	
Plumbing Plumbing Fixtures Domestic Water Distribution Sanitary Waste Rain Water Drainage	Domestic water distribution is through copper piping from the water meter throughout the building where observable. Sanitary piping original to the building is cast iron where observable during condition assessment. The building drain is probably 4" diameter cast iron soil pipe with lead-okum joints. All existing plumbing fixtures should be removed and replaced as part of any remodel of this building.	C	No cleanouts were observed at the upper end of the building drain, which is a violation of current plumbing code. Any changes to the existing building drain or building sewer, including addition of new waste branches, will require the provision of cleanouts in accordance with IPC Section 708. Installation of at least one end-of-line cleanout in the base of a stack or as a floor cleanout will be needed within the building. Recommend a camera inspection of the existing building drain before it is reused.	
HVAC Supply Cooling Generating Systems Distribution Systems Terminal & Package Units Controls & Instrumentation	Energy Heating /	Three rooftop heat pump units, Unit 1 Goettl model GBHP601 B3, Unit 2 Goettl model GBHP601 B3, and Unit 3 Goettl model GBHP 361 A3 which all appear to be 5 ton capacity (based on model no.), are existing on this building to provide cooling and heating.	F	All three heat pump units appear to have been vandalized, with nearly all copper wiring removed. These units are 20+ years old and are not repairable. New air conditioning units will have to be provided in order to reuse this building.
Fire Protection Protection Sprinkler Systems Standpipe & Hose Systems Fire Protection Specialties	Fire	No fire protection system was present in this building.	F	Before this building can be reused, City of Peoria and State of Arizona Fire codes will require the installation of an automatic fire sprinkler system complying with NFPA-13 for the proposed use. Upright sprinklers will be required because of wood construction used for the roof and pendant sprinklers will be required for applications below any ceilings that will be installed.

TABLE 3.2 Old Administration Building

Building:		<u>Old Administration Building</u>	Old Town Peoria Property Condition Assessment City of Peoria, Arizona
		<u>8315 Washington St.</u>	
Year Built:	<u>mid 1950's (ref. record of deed dated 12/1958, Maricopa County Recorder)</u>		
Field Observer / Date:	<u>Bob Burgess, 8/14/2012</u>		
Owner Rep.	<u>Robert Patterson</u>		
Site Civil / Mechanical Utilities	Domestic water supply is through 1" diameter copper piping, from a 3/4" water meter. There is no backflow preventer. Building sewer piping original to the building is cast iron where observable during condition assessment. Based on the age of the building, the building sewer is probably 4" diameter cast iron soil pipe with lead-okum joints.	C	No cleanouts were observed in the building sewer, which is a violation of current plumbing code. Any changes to the existing building drain or building sewer, including addition of new waste branches, will require the provision of cleanouts in accordance with IPC Section 708. Installation of one 2-way cleanout in the building sewer will be needed to meet code requirements. Recommend a camera inspection of the existing building sewer before it is reused. Depending on the proposed use of the building, installation of a backflow preventer may be required.
Water Supply & Dist. Systems Sanitary Sewer Systems Storm Sewer Systems Heating / Cooling Distribution Fuel Distribution			

Condition Grades

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TABLE 3.2 Old Administration Building

Building: <u>Old Administration Building</u> <u>8315 Washington St.</u> Year Built: <u>mid 1950's (ref. record of deed dated 12/1958, Maricopa County Recorder)</u> Field Observer / Date: <u>Jack Cornell, 8/14/2012</u> Owner Rep. <u>Robert Patterson</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Electrical Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Electrical			
Electrical Service & Distribution	The electrical subpanel is rated 225A, 240V, main lug only and has available spaces for additional equipment.	B	
Interior Lighting	Emergency lighting is provided, throughout the facility, by battery powered emergency lighting units. Exit signs are provided at exterior exits. Linear fluorescent fixtures (lay-in troffers and surface-mounted wraps) provide lighting in offices, kitchen and workroom areas. Incandescent A-lamp fixtures are provided in utility rooms. Linear fluorescent lamps are type T-12 technology. Lighting control is provided by a single manual switch located in each space.	D	Emergency lighting installed is minimal and does not appear to provide egress footcandle levels required by current code. Additional fixtures should be provided. Exit signs are not illuminated properly and do not provide egress direction from interior spaces to the exterior doorways. Existing exit signs should be replaced with powered, battery backup units and additional signs should be provided at interior corridors leading to exterior doors. To comply with current energy efficiency requirements, T-12 linear fluorescent and incandescent fixtures should be replaced as part of any facility modification. To comply with current energy efficiency requirements, each space should be provided with multi-level or automatic controls.
Branch Circuits	Receptacles are provided at the kitchen countertop, but do not appear to be ground fault protected. Receptacles found throughout the facility appear to be mounted between 18" and 48" above finished floor, making them acceptable for ADA accessible routes.	C	Conduits at on the roof are generally not properly supported, putting excessive stress on conduit joints and terminations. Conduits joints and terminations have separated at several locations, exposing wiring and allowing water to enter the conduit system below. Covers of HVAC units at the roof have been removed, allowing control and power components to be damaged by water entry.
Communication & Security Systems	Telephone/data system punchdown blocks are located in the communications room. Separate blocks are provided for exterior and interior wiring termination, interconnected with cross-connects, with spare blocks for expansion. The telephone switch and a managed data switch appear to be remaining and connected. Wiring from punchdown blocks to remote terminations is rated Category 5.	B	Communications circuits should be identified at the punchdown blocks and at the remote terminations to facilitate maintenance of the wiring systems.

TABLE 3.2 Old Administration Building

Building:		<u>Old Administration Building</u>	Old Town Peoria Property Condition Assessment City of Peoria, Arizona
Year Built:		<u>8315 Washington St.</u> mid 1950's (ref. record of deed dated 12/1958, Maricopa County Recorder)	
Field Observer / Date:		<u>Jack Cornell, 8/14/2012</u>	
Owner Rep.		<u>Robert Patterson</u>	
Special Electrical Systems	No security devices or headend equipment were found in this facility. Smoke detectors appear to be battery operated single-station devices without connection to building power or a central fire alarm panel.	D	We recommend installing a security system, consisting of door and window contacts and motion sensors in the interior spaces, at minimum.
Site Electrical Utilities			
Electrical Distribution	The existing service switchboard has been vandalized and subsequently disconnected from the utility at the alleyway pole.	F	The electrical service should be replaced and relocated to an interior electrical room to prevent future vandalism.
Exterior Lighting	Front side area lighting is provided by community standard Acorn style HID fixtures, supplemented by Compact Fluorescent and incandescent recessed lighting above front windows and doors. Security lighting at the East parking area is provided by non-cutoff compact fluorescent floodlights.	C	Exterior emergency egress lighting should be provided outside of each egress doorway. Security lighting should be replaced with full cutoff fixtures complying with current code requirements. Install exterior emergency egress lighting outside each facility exit.
Exterior Communications & Security	Communications cabling is provided overhead from a pole in the alleyway. No exterior security devices were found.	C	

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TABLE 3.3 Lighthouse Church

Building: <u>Lighthouse Church</u> <u>8319 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: <u>mid 1950's (estimated)</u>			
Field Observer / Date: <u>John Pucetas, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Architectural Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Exterior Closure Exterior Walls Exterior Windows Exterior Doors	Concrete masonry unit exterior walls with stucco and paint finish. Portions of the west wall are unpainted concrete masonry units. Wood and glass block windows. Wood front entrance and rear access doors. Hollow metal rear door.	D	Repair cracks in concrete masonry wall and repaint exterior. Stabilize window openings in masonry wall and replace broken windows and glass block. Replace doors at rear openings.
Roofing Roof Coverings Roof Openings	Composition roll roofing. Plastic dome skylights.	F	Roll roofing has failed and there is visual evidence of roof leaking at ceiling and around skylights. Replace roof with foam roof similar to the other buildings. Improve roof drainage when installing new foam roof. Replace all skylights and raise curbs above roof level. Add gutter and downspout at south roof edge. Replace deteriorated fascia board. Add metal parapet cap, or other means of waterproofing tops of masonry parapets.
Interior Construction Partitions Interior Doors Specialties	Gypsum board partitions and ceilings. Wood interior doors.	C	Demolish interior partitions and ceilings.
Interior Finishes Wall Finishes Floor Finishes Ceiling Finishes	Painted gypsum board walls and ceilings. Vinyl tile, ceramic tile and carpet flooring.	C	Demolish interior wall, floor and ceiling finishes.

TABLE 3.3 Lighthouse Church

Building:		<u>Lighthouse Church</u>	Old Town Peoria Property Condition Assessment City of Peoria, Arizona
		<u>8319 Washington St.</u>	
Year Built:	<u>mid 1950's (estimated)</u>		
Field Observer / Date:	<u>John Pucetas, 8/14/2012</u>		
Owner Rep.	<u>Robert Patterson</u>		
Site Improvements	Concrete and paver front sidewalk		
Roadways		C	
Parking Lots			
Pedestrian Paving			
Site Development			
Landscaping			

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TABLE 3.3 Lighthouse Church

Building: <u>Lighthouse Church</u> <u>8319 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: <u>mid 1950's (estimated)</u>			
Field Observer / Date: <u>Jason Hale, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Structural Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Foundations Slab on Grade	Visible portions of CMU stem walls are in poor condition. Concrete slab on grade appears to be in below average condition. Minor cracking observed. Some noticeable differential height in slab observed.	C	None observed
Exterior Walls	Exterior walls are CMU. Presence of reinforcing was not observed or verified. Walls appeared to be in above poor to critical condition. The walls on the south and west sides of the building have significant cracking, improperly constructed joints and improperly constructed openings.	D to F	Parapet at SE corner requires immediate attention/repair. South wall has unsafe openings that should be repaired prior to occupancy. West wall has unsafe opening and significant cracks that should be repaired.
Superstructure Floor Construction Roof Construction	The roof construction is wood purlins on a monoslope roof supported by steel pipe columns. Visible portions appeared to be in poor condition. There was significant moisture damage observed around the skylights. The roof at the rear of the building shows evidence of ponding.	D	Remove/replace skylights and damaged framing. Improve drainage to eliminate ponding at south end of roof.

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TABLE 3.3 Lighthouse Church

Building: <u>Lighthouse Church</u> <u>8319 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: <u>mid 1950's (estimated)</u>			
Field Observer / Date: <u>Bob Burgess, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Mechanical Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Plumbing Plumbing Fixtures Domestic Water Distribution Sanitary Waste Rain Water Drainage	Domestic water distribution is through copper piping from the water meter throughout the building where observable. Sanitary piping original to the building is probably cast iron, but was not observable during condition assessment. Based on the age of the building, the building drain is probably 4" diameter cast iron soil pipe with lead-oxum joints. Plumbing fixtures appear to be less than 5 years old, with several meeting ADA requirements, and are reuseable. A commercial kitchen scullery sink with two faucets are present in the rear part of the building and are reuseable. 3/4" steel piping from the gas meter to the water heater and to a supply for a previously removed kitchen range, is installed on the building exterior and in the rear part of the building interior. A 50 gallon gas water heater is present in the southeast corner of the building.	C Water C Sanitary B Fixtures B Water Heater B Gas Piping	No cleanouts were observed at the upper end of the building drain, which is a violation of current plumbing code. Any changes to the existing building drain or building sewer, including addition of new waste branches, will require the provision of cleanouts in accordance with IPC Section 708. Installation of at least one end-of-line cleanout in the base of a stack or as a floor cleanout will be needed within the building. Recommend a camera inspection of the existing building drain before it is reused. Gas piping appears to be in good condition but recommend a leak test be conducted before it is put back into service. The gas water heater does not have combustion air provided as required by the mechanical code.
HVAC Energy Supply Heating / Cooling Generating Systems Distribution Systems Terminal & Package Units Controls & Instrumentation	Heating and cooling is provided by 4 rooftop heatpump units, ranging in capacity from 3 to 5 tons. The units are all manufacturerd by ICP and are as follows: model PHD 348, model PHD 336, model PHD 360, and model PHAD 47N1K4. A kitchen exhaust hood is located in the rear area of the building and a dome type centrifugal roof exhaust fan is connected to it through a round sheet metal duct.	A	The three model PHD rooftop heatpump units are residential type, manufactured in 2011, have been installed for one year or less and are in nearly new condition. The model PHAD heat pump is a commercial unit, is probably more than 5 years old and is in good condition. It should be noted that International Mechanical Code (IMC) Section 403 requires that outside air be provided in commercial buildings. The PHD heat pump units do not have provisions for outside air. The PHAD heat pump unit can be configured with an outside air intake, but it does not have one presently. The kitchen exhaust hood in the building is missing the internal components required for a type I grease hood and does not meet IMC Chapter 5 requirements for this application. The roof exhaust fan serving the kitchen hood does not meet the requirements for a type I kitchen hood exhaust as it is the wrong type of fan for this application.

TABLE 3.3 Lighthouse Church

Building:		<u>Lighthouse Church</u>	Old Town Peoria Property Condition Assessment City of Peoria, Arizona
		<u>8319 Washington St.</u>	
Year Built:		<u>mid 1950's (estimated)</u>	
Field Observer / Date:		<u>Bob Burgess, 8/14/2012</u>	
Owner Rep.		<u>Robert Patterson</u>	
Fire Protection	Fire	No fire protection system was present in this building.	F
Protection Sprinkler Systems Standpipe & Hose Systems Protection Specialties	Fire		
Site Civil / Mechanical Utilities		Domestic water supply is through copper piping, size unknown, from a 3/4" water meter. There is no backflow preventer. Building sewer piping original to the building is probably cast iron, but was not observable during condition assessment. Based on the age of the building, the building sewer is probably 4" diameter cast iron soil pipe with lead-ocum joints. Gas piping to the meter and from the meter to the building is 3/4" steel piping.	C Water C Sanitary B Gas Piping
Water Supply & Dist. Systems Sanitary Sewer Systems Sewer Systems Heating / Cooling Distribution Fuel Distribution	Storm		
			No cleanouts were observed in the building sewer, which is a violation of current plumbing code. Any changes to the existing building drain or building sewer, including addition of new waste branches, will require the provision of cleanouts in accordance with IPC Section 708. Installation of one 2-way cleanout in the building sewer will be needed to meet code requirements. Recommend a camera inspection of the existing building sewer before it is reused. Depending on the proposed use of the building, installation of a backflow preventer may be required. Gas piping to the meter and from the meter to the building appears in good condition.

Condition Grades

A = Like new condition. Majority of useful life span remains. "Excellent"

B = Good condition. Over half of useful life span remains. "Good" or B+ "Very Good"

C = Average condition. Less than half of useful life span remains. "Average", "Fair", or C+ "Above Average", C- Workable (Serviceable) Condition. May be past assigned useful life, but still working

D = Poor condition. Past assigned useful life. Failure is not critical. "Poor" or "Problematic"

F = Critical condition. Needs immediate attention. "Failing" or "Critical"

TABLE 3.3 Lighthouse Church

Building: <u>Lighthouse Church</u> <u>8319 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: <u>mid 1950's (estimated)</u>			
Field Observer / Date: <u>Jack Cornell, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Electrical Elements	Description	Condition Grade A - F	Comments: Code Violations, Deferred Maintenance (describe, quantify if possible and document with photograph)
Electrical			
Electrical Service & Distribution	Three small electrical loadcenter panelboards were found, spaced throughout the facility, without spares or spaces in any of them. One of the panels is very old and is missing deadfront closures, exposing the live bus to finger contact.	C	The small load centers should be replaced with new panels with proper deadfront components.
Interior Lighting	Emergency lighting is provided, throughout the facility, by battery powered emergency lighting units. Exit signs are provided at exterior exits. Linear fluorescent fixtures (lay-in troffers and surface-mounted wraps) provide lighting in classrooms, using type T-12 technology, controlled by occupancy sensors. All lighting in the sanctuary consists of incandescent fixtures with manual switching.	D	Emergency lighting installed is minimal and does not appear to provide egress footcandle levels required by current code. Additional fixtures should be provided. To comply with current energy efficiency requirements, T-12 linear fluorescent and incandescent fixtures should be replaced as part of any facility modification. To comply with current energy efficiency requirements, each space should be provided with multi-level or automatic controls.
Branch Circuits	Receptacles in the bathrooms do not appear to be ground fault protected. Receptacles found throughout the facility appear to be mounted between 18" and 48" above finished floor, making them acceptable for ADA accessible routes. Wiring to some receptacles in the sanctuary is fed by exposed type NM cabling, with splices at an open junction box.	C	Conduits at on the roof are generally not properly supported, putting excessive stress on conduit joints and terminations. Conduits joints and terminations have separated at several locations, exposing wiring and allowing water to enter the conduit system below. Type NM cabling should be replaced with an acceptable wiring method.
Communication & Security Systems	Telephone cabling appears to be provided from a utility termination box mounted at the exterior of the building.	B	

TABLE 3.3 Lighthouse Church

Building: <u>Lighthouse Church</u> <u>8319 Washington St.</u>		Old Town Peoria Property Condition Assessment City of Peoria, Arizona	
Year Built: <u>mid 1950's (estimated)</u>			
Field Observer / Date: <u>Jack Cornell, 8/14/2012</u>			
Owner Rep. <u>Robert Patterson</u>			
Special Electrical Systems	Magnetic contacts are provided at entry doors (could not be verified at windows) supplemented with interior motion sensors. Security system headend equipment is wall-mounted in one of the classrooms. No fire alarm system components were found.	C	We recommend upgrading the security system to include contacts at all operable windows, supplemented by full coverage motion sensors for interior spaces.
Site Electrical Utilities			
Electrical Distribution	The existing service consists of an exterior termination cabinet with switches connected to a wiring gutter system. All components are old and show evidence of water entry with pervasive rusting.	D	The electrical service should be replaced and relocated to an interior electrical room to prevent vandalism.
Exterior Lighting	Front side area lighting is provided by community standard Acorn style HID fixtures, supplemented by Compact Fluorescent and incandescent recessed lighting above front windows and doors. No security lighting is provided at the West side of the building.	C	Exterior emergency egress lighting should be provided outside of each egress doorway. Security lighting should be provided at the West side to prevent vandalism
Exterior Communications & Security	Communications cabling is provided overhead from a pole in the alleyway. No exterior security devices were found.	B	

Condition Grades

A = Like new condition. Majority of useful life span remains. "Excellent"

B = Good condition. Over half of useful life span remains. "Good" or B+ "Very Good"

C = Average condition. Less than half of useful life span remains. "Average", "Fair", or C+ "Above Average", C- Workable (Serviceable) Condition. May be past assigned useful life, but still working

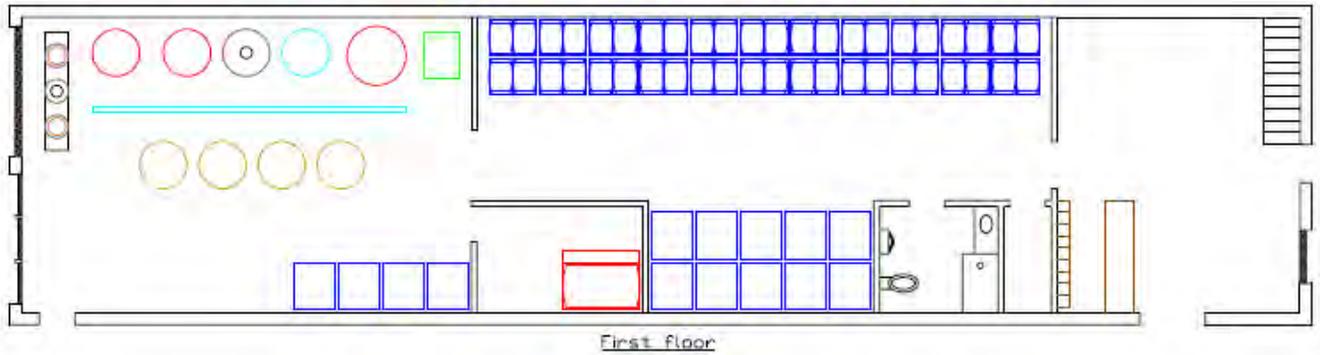
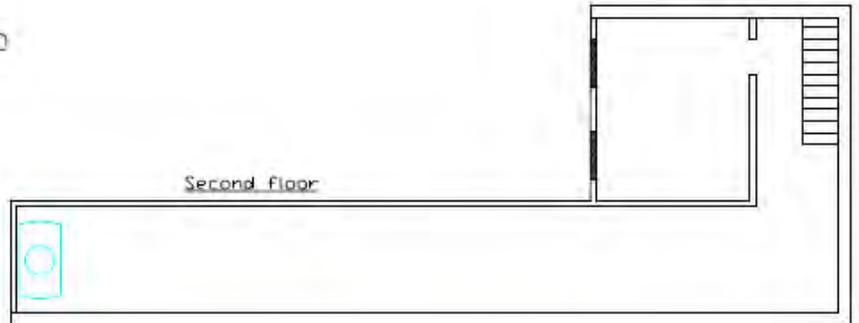
D = Poor condition. Past assigned useful life. Failure is not critical. "Poor" or "Problematic"

F = Critical condition. Needs immediate attention. "Failing" or "Critical"

Appendix 4.1: Fire Station No. 1 Floor Plan (prospective tenant)

Old Fire Station #1 Floorplan

- Distilling columns
- Fermentation tanks
- Storage tanks
- Water - tanks, trench drain
- Steam powered - stills, mash tun, steam pump
- Grain mill
- Storage - whiskey barrel, pallets of grain/ finished product
- Bar and product shelving



Appendix 4.2: Aerial Property Map



Appendix 4.3: Western Technologies, Environmental Site Assessment Proposal



**Western
Technologies
Inc.**
The *Quality* People
Since 1956

3737 East Broadway Road
Peoria, Arizona 85040-2921
16021-437-3737 • fax 470-1344

July 3, 2012

Associated Construction Economists
8730 E Appaloosa Trail
Scottsdale, AZ 85258-1438

Attn: William Green

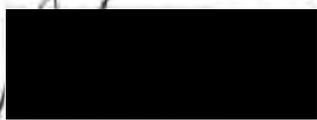
Re: Contract for
Phase I Environmental Site Assessment
And Asbestos Survey
City of Peoria Buildings
8307, 8315, and 8319 Washington
Peoria, AZ

Ref. No. 2182PK353

Western Technologies Inc. (WT) presents our proposal to provide a Phase I Environmental Site Assessment (ESA) and asbestos survey for the referenced project. The ESA will generally conform to the guidelines in ASTM E1527-05. The asbestos survey will generally follow the sampling guidelines in the Asbestos Hazard Emergency Response Act, the National Emission Standards for Hazardous Air Pollutants, and the Occupational Safety and Health Act.

The proposal contains estimated costs for each service. You can authorize either or both of these services by marking the appropriate box in the proposal. WT appreciates the opportunity to propose our services to you and we look forward toward this project's successful completion. Please call me with any questions you may have about this proposal or other services that WT may be able to provide.

Respectfully submitted,
WESTERN TECHNOLOGIES INC.


David Regonini
Technical Director

CONTRACT FOR PROFESSIONAL SERVICES
WT Reference No. 2182PK353

BETWEEN: Associated Construction Economists ("CLIENT")
8730 E Appaloosa Trail
Scottsdale, AZ 85258-1438

AND: WESTERN TECHNOLOGIES INC. ("WT")
3737 E. Broadway Road
Phoenix, Arizona 85040

FOR THE PROJECT: Phase I Environmental Site Assessment and
Asbestos Survey ("Project")
City of Peoria Buildings ("Property")
8307, 8315, and 8319 Washington
Peoria, AZ

1.0 PROPERTY DESCRIPTION

The following description of the Property is based on information provided to us in a Draft Request for Proposal from the City of Peoria. The Property consists of three structures in an area known as "Old Town". The structures are:

Building 1, Peoria Fire Station No. 1, 8307 West Washington Street, APN 142-41-022

The fire station building is currently used to store equipment and furniture for the fire department and the community development department. This building has a footprint of approximately 3,000 square feet. Based on the photograph, the building appears to be a slab-on-grade structure with stucco exterior finishes and a flat roof.

Building 2, Old Administration Building, 8315 West Washington Street, APN 142-41-025A and -026A

This building is also used for storage for the facilities and community development departments. The building has a footprint of 3800 square feet. The interior is reported as divided into multiple spaces. The photograph showed the building as a single story structure with a slab-on-grade foundation, stucco and brick exterior, and a flat roof with roof-mounted heating, ventilation and air conditioning (HVAC) equipment.

A paved parking lot on the east side of the building consists of two parcels identified by the Maricopa County Assessor as Parcels 142-41-023 and 142-41-024.

Building 3, Lighthouse Apostolic Ministry, 8319 West Washington Street, APN 142-41-027

The church building has an approximate footprint of 3400 square feet. This building abuts the Old Administration Building. A permit was issued in 2004 to repair fire damage, but it was never closed, so there is a possibility that interior materials may be damaged from fire.

2.0 PHASE I ENVIRONMENTAL SITE ASSESSMENT SCOPE OF SERVICES

The scope of services will be conducted in general accordance with the applicable provisions of the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-05). An Environmental Professional, as defined by the ASTM Standard and All Appropriate Inquiries Rule, will direct and oversee the performance of this project.

The purpose of this Phase I Environmental Site Assessment (ESA) is to evaluate the Property for Recognized Environmental Conditions (RECs), as defined by ASTM E1527-05.

2.1 Records Review

Standard State and Federal Records Sources - WT will obtain and review a commercially available environmental records report of standard Federal and State databases. The report will contain a tabular summary of the findings, dates of the database sources, details of the records, and maps depicting the geographic orientation of the sites identified within the ASTM minimum search distances.

Additional Environmental Records Sources - WT will make attempts to contact the following Local and/or additional State sources for records and information that in its judgment are reasonably ascertainable and likely to be useful about the Property: utility companies for information about poly-chlorinated biphenyls in electrical equipment; local fire department records regarding USTs, LUSTs, or hazardous materials incidents; agency records of septic systems; local water and sewer records for utility services to the Property; records of registered groundwater wells; and records of registered dry wells, as applicable.

Physical Setting Information - WT will review topographical maps from the U.S. Geological Survey and published geologic and hydrologic reports from Federal, State or Local government sources for physical setting information about the Property and surrounding area. The physical setting information derived from these records will represent a general indication of topographic and hydrogeologic conditions that may indicate potential pathways for the migration of hazardous substances and petroleum products onto or away from the Property.

2.2 Historical Use Research

WT will review standard historical sources to develop a summary of previous uses or activities on the Property that might indicate the presence of RECs. The historical use research will extend back to 1940 or to the Property's first developed use, whichever is earlier. WT will review those standard historical sources that in its judgment are reasonably ascertainable and likely to be useful. WT will describe the uses of adjoining and surrounding land identified during the historical use research, to the extent that they may affect the likelihood of RECs on the Property. Standard historical sources are aerial photographs, fire insurance maps, property tax files, recorded land title records, topographic maps, local street directories, building department records, zoning and land use records, and other historical sources. Interview information will be used, when available, to explain or expand previous uses identified in the historical use research.

2.3 Site Reconnaissance

WT will visually assess the Property to identify areas where hazardous substances or petroleum products are used, stored, handled, or disposed. WT will evaluate uses, occupancy, existing structures, developed features, the observable ground surface, and typical operational practices for known or suspect environmental conditions. WT will observe readily accessible exterior and interior areas made available to us by on-site personnel, or through other arrangements with the Client. WT will make one trip to the Property.

WT will evaluate adjoining sites from the Property's perimeter or from public thoroughfares. To the extent observable, WT will note operational practices on the adjoining sites that may involve the use of hazardous substances or petroleum products, and describe physiographic and topographic conditions potentially affecting migration pathways onto the Property.

2.4 Interviews

WT will attempt to interview current owners, occupants, or operators of the Property by asking them to complete an Owner/Key Site Manager Questionnaire. The interview information will focus on explanations of known or suspect environmental conditions on the Property, uses and activities on the Property, general knowledge about the Property's environmental condition, the availability of prior reports or records, historical land uses, and information relating to potential regulatory actions at the Property. Follow-up interviews may be warranted based on responses to the questionnaire.

WT will attempt to contact past owners, occupants, or operators, whose contact information is disclosed to us through the interviews, records reviews, or historical use research, and ask them about potential environmental conditions on the Property.

WT will attempt to interview the User(s) of this ESA by asking them to complete a User's Questionnaire. A User is a party who seeks to use the ESA to support a landowner liability protection under CERCLA. WT assumes that the Client is the User, unless other parties are identified.

WT will attempt to interview State and/or Local Government Officials about known or identified environmental investigations, regional clean-up activities, or site-specific compliance enforcement where such circumstances are identified in the records reviews or site inspection and represent a potential for environmental impact to the Property.

2.5 Reporting

WT will prepare a written report describing the Property's current use and condition, information provided by the User, information obtained from interviews, a summary of historical uses, the results of the standard Federal and State records reviews and additional records inquiries, a discussion of potential environmental conditions, and WT's findings, opinions and conclusions about the potential for RECs in connection with the Property. The report will be supported with a diagram of the Property, at least one aerial photograph, pictures showing current site conditions, documentation of interviews, the database report, and other supporting records and historical information. The report will contain recommendations to address known or suspect RECs, if requested.

WT will provide 2 printed copies and 1 electronic copy of the report to Client via regular mail.

3.0 ASBESTOS SURVEY SCOPE OF SERVICES

The asbestos survey will be implemented in general accordance with the Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations for the identification of ACMs prior to planned renovation or demolition, and the sampling guidelines contained in the Asbestos Hazard Emergency Response Act (AHERA) and the Occupational Safety and Health Act (OSHA).

3.1 Asbestos Inspection and Sampling

WT will assign EPA-accredited asbestos inspectors to perform the building inspection and collect samples. Each building will be inspected as separate units. We will not designate homogeneous areas of suspect ACM in multiple buildings. The inspectors will identify suspect ACMs and record their location using functional space designations for the rooms within each building. The friability and condition of each suspect ACM will be evaluated by the inspectors using visual observation and physical contact with the materials. WT will estimate the quantity of the identified suspect ACMs in square feet except for thermal system insulation, which will be expressed in linear feet. The survey and sample collection activities will include interior and exterior materials in the buildings.

Friable surfacing materials and thermal system insulation will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times. We have not viewed the buildings in person, so we do not know how many different suspect ACMs will be present. Therefore, we have budgeted for the collection and analysis of up to 100 bulk samples per building, for an estimated budget quantity of 300 samples. The actual number of samples will vary from this estimate. Sample quantities exceeding the budgeted total of 300 will be charged at a unit rate of \$10 each. The collected samples will be documented with a chain of custody record.

All information collected during the survey will be recorded on field inspection sheets. These sheets will contain a description of the suspect ACMs, their location by functional space, a description of the friability and condition of each suspect ACM, the estimated quantity, and the locations of the collected samples. Copies of the field inspection sheets will be attached to the report as supporting documentation of the field work.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. The selected

laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turn around time is about 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as "no asbestos detected" will be considered non-asbestos containing.

We have not anticipated point counting of samples with traces of asbestos in our cost estimate, but we can request the laboratory to perform this test on samples of friable suspect ACM with less than 1 percent asbestos to verify the actual asbestos content (at an additional cost).

The PLM analysis of building materials comprised of organically bound matrices, like vinyl floor tile, can experience significant negative interference during the visual analysis of the samples using normal PLM methods. While positive results indicating the presence of asbestos are reliable, negative results indicating that no asbestos was detected have to be confirmed with an alternative method known as the Transmission Electron Microscopy (TEM) Chatfield Method, or TEM-Chatfield. Therefore, if the multiple-sample set for a floor tile system is reported as no asbestos detected, we will recommend the re-analysis of one of those samples using the TEM-Chatfield method to confirm the results. We have included the cost of six TEM analyses in our fee estimates.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
- Categorize each ACM as a surfacing material, thermal system insulation, or as miscellaneous material,
- Categorize each ACM as Regulated ACM (RACM), Category I Non-Friable Material (CAT I) or Category II Non-Friable Material (CAT II), and
- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a written report describing the inspection methods, listing the observed suspect ACMs, giving the locations where samples were collected, indicating the OSHA

classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, bulk asbestos analytical reports, the field inspection sheets, and chain-of-custody records.

WT will provide two printed copies and one electronic copy of the report in PDF format.

4.0 SCHEDULE

WT will initiate this project after receipt of authorization to proceed. We expect that the project can be completed within 15 working days of WT's initiation.

5.0 CLIENT ACKNOWLEDGMENTS

The following acknowledgments are made to WT by Client in establishing the work scope and costs for this Project:

- Performance of this ESA is intended to reduce, but not eliminate the uncertainty regarding the potential for RECs in connection with the Property, recognizing reasonable limits of time and cost. Client agrees that the scope of services presented in this Proposal/Agreement is suitable for the stated purpose.
- Client acknowledges the possibility that our proposed scope of services may fail to reveal the presence of RECs, and that our failure to discover their presence does not mean or guarantee that they do not exist at the Property.
- The report will be prepared for the exclusive use and reliance of the Client. Other parties may not use or rely on the report without the prior written permission of WT. Any subsequent Users are responsible for complying with the "Additional Inquiries" requirements in 40 CFR §312.22 and ASTM E1527-05.
- The issuance of a standard reliance letter or Small Business Administration reliance letter in conjunction with or subsequent to the completion of the report will require an additional fee. WT shall solely determine whether any such reliance letter will be issued.
- Reliance letters issued more than 6 months after the date of the report will require an update of the report. Fees associated with updating a report shall be quoted at the time the service is requested.
- Client will provide names and contact information for current owners, occupants, or operators of the Property, a site plan with marked boundaries, and a legal description or tax parcel number for the Property.
- The Standard and Local Records Review does not include reviews of specific case files or other information relating to the Property or study area that are maintained by Federal, State, or Local government sources. WT will include a review of these files, if necessary, at the Client's direction according to the attached standard fee schedule.

- Data obtained from public records or commercial sources, or supplied by Federal/State/Local government officials shall be conveyed in the report as actual knowledge. WT will have the right to rely on the data provided by Client, and that obtained from public records or commercial sources, as accurate.
- The performance of the Client's "Additional Inquiries" identified in 40 CFR §312.22 and the ASTM E1527-2005 standard are not included in the scope of work.
- A Phase I ESA does not address the concept of continuing obligations under CERCLA statutes.
- Non-Scope Considerations, Vapor Intrusion, and Business Environmental Risks, as defined by the ASTM, are outside the scope of services for this project.
- Site Diagrams - Client shall arrange to provide any existing and available diagrams, floor plans, or other depictions showing the interior configuration of the buildings. These renderings will be used to map locations of identified materials.
- Variable Sample Quantities - There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction. We have budgeted for 150 samples.
- Damage from Sampling - Sampling methods may require some disturbance and/or damage to building materials. This Proposal/Agreement does not contain provisions for the repair of such disturbance and/or damage, other than for the application of a surface treatment to cover sampled areas.
- Special Equipment - The Property is readily accessible to inspectors, and there is safe access to all areas of the building on the Property. Special equipment required for access to parts of the building, such as scaffolding, man lifts, platforms, or other equipment, will require an additional cost for the project.

6.0 FEES

The estimated costs of our services are summarized below:

Service	Fee	Authorized	
Phase I ESA, per ASTM E1527	\$2,800	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Asbestos Survey (300 bulk samples, 6 TEM Chatfield analyses)	\$5,750	<input type="checkbox"/> Yes	<input type="checkbox"/> No
TOTAL ESTIMATED COST	\$8,550	<input type="checkbox"/> Yes	<input type="checkbox"/> No

This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

7.0 MANNER OF PAYMENT

WT requires the submittal of a retainer equal to one-half of the quoted fee prior to initiation of our services with the balance due and payable upon delivery of the written report.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given simply by returning a signed copy of this document to WT, or by giving oral, written, or electronic notification to WT.

9.0 THE CONTRACT

The "Standard Terms and Conditions" set forth in WTI Form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:



WT's Authorized Representative

David Regonini

Typed or Printed Name

Technical Director

Title

July 3, 2012

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES

Project Principal	\$ 145.00 Hr
Project Director	\$ 125.00 Hr
Certified Industrial Hygienist	\$ 125.00 Hr
Project Manager	\$ 125.00 Hr
Senior Project Engineer/Geologist/Scientist	\$ 85.00 Hr
Project Engineer/Geologist/Scientist/Industrial Hygienist	\$ 75.00 Hr
Staff Engineer/Geologist/Scientist/Industrial Hygienist	\$ 65.00 Hr
Engineer/Geologist/Scientist/Industrial Hygienist	\$ 55.00 Hr
Environmental Technician	\$ 45.00 Hr
Senior Graphics Technician	\$ 50.00 Hr
Clerical Support Services	\$ 45.00 Hr
Safety Equipment, Per Man, Per Day	\$ 50.00 Ea
Field Sampling Equipment, Per Day	\$ 50.00 Day
Field Monitoring Equipment, per instrument per day	\$ 75.00 Day
Analytical Chemistry Services	by quote
Subcontracts/Materials/Supplies/Expendables	cost + 20%

STANDARD TERMS AND CONDITIONS

The Agreement between Western Technologies Inc. ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT. Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. WT makes and intends no other warranty or representation, express or implied. WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that there will be no express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, or any of WT's reporting or work product, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning WT's payment for its services upon payment to Client by any third party; or any provision permitting Client to take possession of any property of WT.

10. MEDIATION AND ARBITRATION; FEES AND COSTS

Except for WT's claims for collection of unpaid invoices, which WT may file in any appropriate court, all disputes arising out of the work, including the Agreement, shall first be mediated, and if not so resolved shall be submitted to binding arbitration under the Construction Industry Rules of the AAA. Except for WT's claims for collection of unpaid invoices, concerning which WT shall be entitled to an award of its attorneys' fees and costs, in the event of any claim or dispute resolution proceeding arising out of the work, including the Agreement, each party shall bear its own attorneys' fees, expert and consultant fees, and costs, and each party expressly waives the application of any statute, rule or law entitling the prevailing party to any award of attorneys' fees, expert or consultant fees, or costs.

Architecture

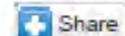
Posted on: August 22, 2012 | From: ARCHITECT 2012

‘ZipCar for Event Spaces’

On New York’s Lower East Side, vacant storefronts could become optimal rental spaces for one-time events, exhibitions, pop-up shops, and more.

By **Lindsey M. Roberts**

Be the first to comment



After the recession, lots of vacant storefronts became one-time pop-up shops and artist studios.

But even though those storefront are starting to fill back up—last year [Chicago saw its lowest retail vacancy rate](#) since the recession—an arts and architecture group called [Made in the Lower East Side \(MiLES\)](#) in New York thinks the idea could stick long after the recession.

The group counts 212 vacant storefronts—an estimated 250,000 square feet—that are still empty in the Lower East Side, and is proposing a rent-a-space business, [Serena Soloman reported for DNAinfo.com](#). [Eric Ho](#), a member of the New York design collaborative [Architecture Commons](#), one of the six organizations that makes up MiLES, proposes a space-rental online database, similar to Zipcar or [Zagster](#), a bike-sharing startup. (Other organizations working on the project are OpenIDEO, Fourth Arts Block, City API, Design for America, Listenin Pictures, Tythe Design, and The Value Web.)

Ho and MiLES are schmoozing with landlords of those vacant spaces and seeking a \$5,000 grant from [Good Maker Art Challenge](#). In order to furnish and fitout the rentable spaces, MiLES is looking for Good Maker to fund a prototype called [Mobile Stage](#), that will travel around vacant lots. MiLES hopes to have its operation up and running by next summer.

The business plan is certainly appealing for landlords: Ho told DNA Info that “the vacant spaces could still be on the market angling for long-term tenants while making some immediate income from the quick-hit rentals.”



City Council Calendar

Color Key:
City Council

< March	April 2013					May >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 Budget Study Session	4 Budget Study Session	5	6
7	8	9 Regular City Council Meeting Special Meeting & Study Session	10 Budget Study Session	11	12 Budget Study Session	13
14	15	16 Special Meeting and Executive Session	17	18	19	20
21	22 City Council Subcommittee on Community Culture & Public Safety	23 Regular City Council Meeting Special Meeting & Study Session	24	25	26	27
28	29	30				



City Council Calendar

Color Key:
City Council

< April	May 2013					June >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21  Regular City Council Meeting  Special Meeting & Study Session	22  Council Subcommittee on Policy and Appointments Meeting	23	24	25
26	27	28	29	30	31	

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: RCM 24A

Date Prepared: March 18, 2013

Council Meeting Date: April 9, 2013

TO: Carl Swenson, City Manager

FROM: John R. Sefton, Jr., Community Services Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Party for the Planet, Family Movie Under the Stars & Arbor Day

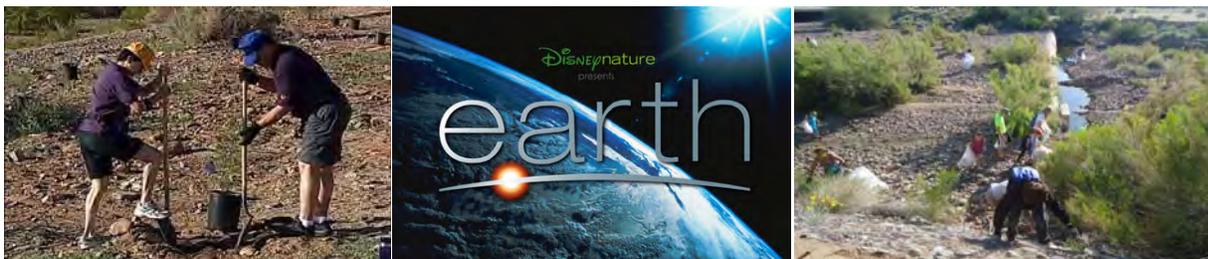
SUMMARY:

The City of Peoria is throwing a **Party for the Planet** throughout the month of April. In recognition of Earth Day, volunteers are invited to assist cleaning up trash and debris along the New River trail system. All volunteers will meet at Uncle Sam's parking lot on 19027 N. 83rd Avenue on Saturday, April 20 at 7 a.m. Last year over 400 volunteers came together to pick up 22 tons of trash and plant 20 trees across 95 acres of the river and trails system. This event is in partnership with the city of Glendale and Arizona Clean and Beautiful.

That same evening, Saturday, April 20. 7:30 p.m., families are welcomed to a showing of the Disney film "Earth" in Centennial Plaza on the Peoria City Hall campus, 8401 W. Monroe St. Bring your blankets and lawn chairs for an awesome movie under the stars.

The Arbor Day Celebration will be held April 27, 9:00 a.m. on City Hall campus at the Monroe Street entrance. Peoria Cub Scout Pack 293 will be performing a flag ceremony and leading us in the pledge of allegiance. A brief presentation on the value of trees and how to plant a tree will be given. Blue Palo Verde trees have been donated by the Peoria Sunset Lions Club for the planting.

Throughout the month of April, city-sponsored activities will include Bulk Trash Clean-up, Neighborhood Pride Projects, Household Hazardous Waste Collection, Environmental Design Contest, Operation Pill Drop-Off and Environmental Workshops. Information on the activities and volunteer registration for the River & Trail Clean-up is located at www.peoriaaz.gov/specialevents.gov



Exhibit(s): Party for the Planet Flyer

Contact Name and Number: Kelli Kincaid, 623-773-7178

You're All Invited!

PARTY FOR THE PLANET

RIVER & TRAIL CLEAN UP

April 20, 7-10 a.m. Register to volunteer

Additional activities to include:

- Bulk Trash Clean Up
- Family Movie "Under the Stars"
- Neighborhood Pride Projects
- Tree Planting for Arbor Day
- Household Hazardous Waste Collection
- Earth Day Activities at the Libraries
- Environmental Design Contest
- Operation Pill Drop-Off
- Environmental Workshops

CHECK THE WEBSITE FOR DATES AND TIMES



City of Peoria

For more information, call 623.773.7137 or visit



**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: RCM 24B

Date Prepared: 21 April 2013

Council Meeting Date: 9 April 2013

TO: Carl Swenson, City Manager

FROM: Tamara Shreeve, Council Office and Grant Program Manager

THROUGH: John Schell, Director, Governmental Affairs and Council Office

SUBJECT: Council Subcommittee Update

Summary:

The purpose of this report is to update the Mayor and Council on the Council Subcommittee activities. The attached spreadsheet lists the Council Subcommittees and the agenda item topics that have been assigned to each Council Subcommittee. If the item has been reviewed at a subcommittee meeting, the outcome of that discussion is also listed.

Exhibit 1: Council Subcommittee assigned agenda items

Contact Name and Number: Tamara Shreeve, x 5173

**City of Peoria
Council Subcommittees**

**Community Culture
and Public Safety
Subcommittee**

Submitter	Subject	Sub- committee agenda date	Action	Study Session
Jeff Tyne / Susan D	Trail System Lighting	1/30/2012	Forward item to study session. Completed	7/3/2012
Jeff Tyne / Susan D	Field Rental Policy	1/30/2012	Forward item to study session. Completed	7/3/2012
Jeff Tyne / Susan D	Recreation Fees Policy	11/14/2011	Forward item to study session. Completed	3/20/2012
Jeff Tyne / Susan D	Veterans Discount Program	2/27/2012	Discussed item. Taken directly to Regular Council meeting. Completed	Regular Council Meeting 5/15/12
Jeff Tyne / Susan D	Establish "Peoria Friends of the Arts"	2/27/2012	Forward item to study session. Completed	12/4/2012
Jeff Tyne / Susan D	Youth Master Plan	4/9/2012	Forward item to study session. Completed	9/4/2012
Jeff Tyne / Susan D	Veterans Memorial Board Sponsorship	1/30/2012	Discussed item. Taken directly to Regular Council meeting. Completed	Regular Council Meeting 5/15/12
Claudia Lujan	Structure of the Sister Cities Board	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	
Roy Minter	False Alarm Ordinance	11/7/2011	Forward to study session (11/7/2011). Completed	4/17/2012
Dave Pearson	Recreational Vehicle Ordinance	1/11/2012	Forward to study session with full recommendation (1/11/12). Completed	6/5/2012
Tony Rivero	Recreational Vehicles City Code Section 14-110	1/11/2012	Forward to study session with full recommendation (1/11/12). Completed	6/5/2012

**City of Peoria
Council Subcommittees**

Carlo Leone	Traffic calming agenda item	4/11/2012	Forward to study session. Completed	Regular Council Meeting 6/19/12
Carlo Leone	Traffic management agenda item	4/11/2012	Item discussed. Informational only.	NA
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item.	NA
Carlo Leone	Feral Cat Control	9/10/2012	Discussion only. Complete.	NA
Carlo Leone	Residential Parking	11/15/2012	Item discussed. Forward to Council Study Session.	
Carlo Leone	Dirt Ordinance	11/15/2012	Discussion only. Complete.	NA
Jamal Rahimi/Andy Grainger	Neighborhood Traffic Management Program (NTMP) Policy Change	4/11/2012	Item discussed. Informational only. Completed	NA
Tamara Shreeve/Susan Thorpe	Community/Outside Agency Funding & Assistance Policy	6/25/2012	Item was discussed. Forward item to Council Study Session (6/25/12). Completed	11/13/2012
Ron Aames	Roadside Memorials	11/15/2012	Discussion only. Complete.	NA
Carlo Leone	Feeding Nuisance Animals	9/10/2012	Item was discussed. Staff will bring draft ordinance back to Subcommittee. (9/10/12)	
Ron Aames	Permissible Number of Animals per Residence	9/10/2012	Discussion only. Complete.	NA

**City of Peoria
Council Subcommittees**

**General Government
Subcommittee**

Submitter	Subject	Sub- committee agenda date	Action	Study Session
Brent Mattingly	Utility bill format	11/14/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates. Completed	2/7/2012
Tony Rivero	Residential Development Impact Fees	11/14/2011	Consensus of the subcommittee members was to wait for the full Impact Fee Study to address policy issues identified by Council.	7/3/2012 10/23/2012
Dave Pearson	Itemizing Utility Bill	12/19/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates. Completed	2/7/2012
Steve Kemp	Adoption of Resolution supporting designating certain areas of the City with Peoria addresses and zip codes	2/13/2012	Will be placed as a regular agenda item.	Regular Agenda 7/3/12
Katie Gregory	Development Service User Fees	2/13/2012	Forward to Council Study Session. Completed	7/3/2012

**City of Peoria
Council Subcommittees**

Policy and Appointments Subcommittee				
Submitter	Subject	Sub-committee agenda date	Action	Study Session
Dave Pearson	Volunteer Appreciation	11/7/2011 1/10/2012	No further Action. Completed (11/7/11). Revisited item on 1/10/12. No further action. Completed	NA
Dave Pearson	B&C Appointment Process	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Administrative action - Use the new application form. Interviews and Resumes will be at the discretion of the SC. (12/13/11). Completed. Revisited item on 1/10/12. Completed	NA
Wanda Nelson	Board and Commission Appointments & Reappointments	Ongoing	Appointments and reappointments reviewed and recommended by subcommittee. Ongoing topic.	NA
Dave Pearson	Charter Amendments	12/13/2011 1/10/12 1/24/2012	Bring back to Subcommittee for further discussion (12/13/11). Discussed seven proposed charter amendments. Forward 6 of those to Study Session. One proposed amendment was withdrawn (1/10/12). Reviewed remainder charter amendments. Forward charter amendments to study session. (1/24/2012) Completed	2/21/2012

**City of Peoria
Council Subcommittees**

Dave Pearson	Council Ethics Committee	11/7/2011 12/13/2011 1/10/2012	Bring back to Subcommittee for further discussion (11/7/11). Bring back to Subcommittee. Include a process flow chart (12/13/11). Forward to study session with consensus recommendation (1/10/12). Completed	2/7/2012
Dave Pearson	CP1-5 Appointments to Boards and Commission	11/7/2011 12/13/11	Bring back to Subcommittee for further discussion (11/7/11). Consensus recommendation to forward to study session (12/13/11). Completed	5/15/2012
Dave Pearson	CP 1-2 review. Edit Council Meeting Procedures to reflect Subcommittee Structure	12/13/2011	Bring back to subcommittee for further discussion (12/13/11). Subcommittee procedures are addressed in CP 1-6. Completed	NA
Dave Pearson	Council Role in review and approval of director appointments	12/13/2011	Consensus to move forward to regular council agenda/through a City Manager's report. Completed	Regular Council Meeting 1/3/2012

**City of Peoria
Council Subcommittees**

Susan Thorpe	Council Code of Ethics	2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12). Discussed item-continue discussion at the next meeting (5/8/12). Consensus to forward draft policy to Study Session (9/11/2012). Completed.
Dave Pearson	Code of Ethics for Elected Officials and Citizen Advisory Committees	2/14/2012 3/15/2012 4/10/12 5/8/12 9/11/12	Discussed item - continue discussion at the next meeting (2/14/2012). Discussed Item - continue discussion at the next meeting (3/15/2012). Discussed item - will continue discussion at the next meeting (4/10/12). Discussed item-continue discussion at the next meeting (5/8/12). Consensus to forward draft policy to Study Session (9/11/2012). Completed
Rhonda Geriminsky	Youth Master Plan Initiative	3/20/2013	Item was discussed. City Attorney will draft some ideas on how youth can be involved in committees (3/20/2013).
Rhonda Geriminsky	2013 Board and Commission Recognition Event	3/20/2013	Item was discussed. Staff will identify potential dates for the event (3/20/2013).

**City of Peoria
Council Subcommittees**

**Sustainable
Development and
Public Services
Subcommittee**

Submitter	Subject	Sub- committee agenda date	Action	Study Session
Chris Jacques	Political Signs Zoning Ordinance	11/2/2011	Forward item to Council Study Session. Completed	11/15/2011
Chris Jacques/ Susan D.	Open Space Preservation Program and Decision Support Model	2/1/2012	Start community outreach activities and forward item to Council Study Session. Completed	8/21/2012
Chris/Scott and Susan D.	Digital Billboards - Civic Engagement	11/7/2011	Forward Item to Study Session. Completed	11/15/2011
Dave Pearson	Council Not-For-Profit and Housing Subcommittee	11/8/2011 6/6/12	Bring back to subcommittee for further discussion upon completion of research and alternative identification (11/8/11). Item was discussed. Forward item to study session (6/6/12). Completed	
Cathy Carlat	Not for Profit Committee	11/8/2011 6/6/12	Bring back to subcommittee for further discussion upon completion of research and alternative identification (11/8/11). Item was discussed. Forward Item to study session (6/6/12). Completed	
Scott Whyte/ Chris Jacques/ Susan D.	Old Town Entertainment District Designation	12/7/2011 1/4/2012	Bring back to subcommittee for further discussion (12/7/11). Forward to Regular Council Meeting (1/14/2012). Completed	Regular Council Meeting 1/17/2012
Bill Mattingly	Dial-a-Ride rates	11/17/2011	Forward item to Council Study Session. Completed	4/17/2012

**City of Peoria
Council Subcommittees**

Ron Aames	Transit Jurisdictional Equity Position	11/17/2011	Informational item. Forward information, through a City Manager's report, to the Council on a Regular Council Agenda. Completed	Regular Council mtg. 1/3/2012
Susan Thorpe	Solid Waste Services	12/1/2011	Forward Item to Council Study Session. Completed	2/7/2012
Bill Mattingly/ Susan Thorpe	Commercial Solid Waste Services	12/15/2011	Forward Item to Council Study Session. Completed	2/7/2012
Dave Pearson	Change in City Ordinance regarding multi-family solid waste service	1/5/2012	Item was discussed, then withdrawn by Councilman Pearson. Completed	NA
Scott Whyte	Old Town Indicators	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed.	8/21/2012
Chris Jacques	Senate Bill 1598-Aggregate Mining	6/6/2012	Item was discussed. Forward item to Study Session (6/6/2012). Completed.	8/21/2012
Carlo Leone	Street Maintenance	11/7/2012	Item was discussed. No further action needed.	NA
Ron Aames	Maintaining Traffic During Construction of Street Projects			